

The Hongkong Telegraph.

WEATHER FORECAST
FINE

Barometer 30.23

(ESTABLISHED 1831.)

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February 13, 1914. Temperature 6 a.m. 57. 2 p.m. 61.
Humidity " 68, " 54

February 13, 1914. Temperature 6 a.m. 53. 2 p.m. 59.
Humidity " 77, " 67.

2717 晚九十月正年寅甲

FRIDAY, FEBRUARY 13, 1914.

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TELEGRAMS.

IN PARLIAMENT.

MR. REDMOND'S SPEECH.

[Reuter's Service To The "Telegraph."]

London, Received February 12.
In the debate on Home Rule in the House of Commons, Mr. John Redmond said the Nationalists would readily respond to the plea for amicable settlement. He considered that the Opposition, and not the Government, should have taken the initiative. He accepted, however, the new situation Mr. Redmond indignantly repudiated the suggestion that the Nationalists only wanted Ulster's taxes, and deprecated the talk of civil war. He did not take any tragic view in regard to that, but desired most sincerely that the new Parliament should not be handicapped by any conflict with their fellow-countrymen.

Heavy Responsibilities.

Mr. Lloyd George said that for some time they had been firing at long range, but the opponents were now face to face. The Government would submit its proposals on its own responsibility—the heaviest devolving upon any Government—but the responsibility of acceptance or rejection, which lay upon the Opposition, was equally heavy.

The African Question.

Mr. McCallum Scott, Liberal M.P. for Bridgeton (Glasgow) on Friday moves an amendment to the Address deploring the condition of His Majesty's subjects in South Africa.

Amendment Adopted.

London, Received February 13.
Lord Middleton's amendment has been adopted in the House of Lords by 243 votes to 55.

[Lord Middleton moved an amendment similar to that moved in the House of Commons by Mr. Walter Long. He demanded the meaning of the words in the King's speech with reference to Ireland, and said that nothing which had fallen from any Minister mitigated in the slightest degree from the Opposition's hostility to the whole principle of the measure. He asked what proposals had been made in the course of the negotiations.]

Meeting Ulster's Fears.

During the course of the debate in the House of Lords, Lord Crews stated that the Government did not believe that the fears of Ulster were justified but they were prepared to try and meet them. He would not remain in office a day if he believed that the interests of anybody in Ulster were imperilled.

Lord Robert's Warning.

A striking feature of the debate was the brief statement of Lord Roberts who declared that it was unthinkable that the army would be called upon to fight the Ulsterites. Such action would mean the ruin of the army.

South African Strikers.

In the House of Commons, Mr. Ramsay MacDonald, after paying tribute to the ability of Mr. Smuts who, he said, was best able to make out a Government case, quoted Mr. Merriman's statement that there was remarkably slender evidence of a conspiracy. Mr. MacDonald thereupon remarked, with emphasis, "That is enough." Allegations, he said, were made against the strikers but they must be proved. It was said that the strikers were in possession of dynamite. If that were true it would be serious, but only four strikers had been arrested for that offence and all of them had been released.

TELEGRAMS.

PARLIAMENT.

PARTY FEELING.

[Reuter's Service To The "Telegraph."]

London, Received February 13.
The division figures were received with Opposition shouts of "resign." The Conservative papers declare that it is a bad division for a Government at the opening of the Session and may stiffen the feeling against a settlement by consent. The Liberals ascribe the fall in the majority to the fact that many Ministerialists are still ill and emphasise the conciliatory undertone in the aggressive Unionist speeches.

General Opinion.

The general impression is that the Home Rule debate has considerably cleared the air, and that the possibility of civil war is remote. Liberals and Unionists alike feel that there has been a change for the better.

Election Possible.

Undoubtedly all means towards a settlement have been thoroughly explored, and there is a strong feeling that failing an agreement an election is practically certain.

Martial law in South Africa.

In the House of Commons, and before a crowded house, Mr. Ramsay MacDonald moved an amendment to the address to instruct Lord Gladstone to reserve the Indemnity Bill until a judicial inquiry had been instituted concerning the martial law in South Africa and the scope of the Indemnity Bill particularly as regards deportations. He claimed that the amendment in no way encroached on the rights of self-government and no one could accuse him of limiting those rights. There were sufficient facts at their disposal to justify the raising of the matter. He emphasised the point that the dispute was a mere trade union dispute and that nothing had happened to justify martial law and deportations. Mr. J. Pointer (Labour) seconded and Mr. Lewis Harcourt who followed praised Mr. MacDonald's eloquence and moderation.

RITUAL MURDER.

ANOTHER SUSPICIOUS CASE.

London, Received February 13.
The remains of a Christian boy, who was murdered at Enfield, near Kieff, have been exhumed. The boy is alleged to have been the victim of a ritual murder. Kieff is in a ferment.

"THE IDOL'S EYE."

A Local Play of Much Merit.

It was an absolutely crowded house which gathered at the Theatre Royal last night to witness Lieut. Crose's new musical play, "The Idol's Eye." Every seat in the building was occupied, and it may be said that everybody present spent a most happy two and a half hours. Interest in the production was twofold—first, as to what the play itself would be like; secondly, how it would be presented. On the former point it has to be recorded that the versatile author has succeeded in constructing a most effective and charming little play, and one which conforms with the modern demand for musical plays with Oriental setting. In point of fact "The Idol's Eye" has more "plot" in it than have most plays of its type, and, what is more, the movement is well concentrated and the sequence of events admirably sustained. There are, of course, the usual

TELEGRAMS.

CABINET CHANGES.

TAKING THE OATH.

[Reuter's Service To The "Telegraph."]

London, Received February 13.
Yesterday the King attended a meeting of Privy Council at which Mr. John Burns, Mr. Herbert Samuel, Mr. Hobhouse and Mr. Masterman took the oath.

The Bye-Elections.

London, Received February 12.
The result of the bye elections at South Bucks, Leith, Poplar, and Bethnal Green (caused by the Cabinet changes) are expected to clear the air as regards Home Rule.

A member of the London County Council, Mr. A. W. Yeo, has been adopted as Liberal candidate for Tower Hamlets (Poplar). Mr. Sydney Buxton's seat. A Unionist, Major Sir Matthew Wilson, opposes Mr. C. F. G. Masterman at Bethnal Green.

RUGBY INTERNATIONAL.

KING TO ATTEND.

London, Received February 13.
The King is to attend the Rugby match between England and Ireland on Saturday.

RUSSIAN PREMIER.

M. KOKOVITSEFF RETIRES.

London, Received February 12.
Reuter's correspondent at St. Petersburg states that the Premier, M. Kokovtseff, has retired and will probably be succeeded by the Ex-Premier, M. Goremykin.

NAVAL VISIT.

ENTERTAINED IN FRANCE.

London, Received February 13.
Two British squadrons are now visiting Cherbourg and Brest and are being lavishly entertained.

impossible situations, but they are cleverly conceived, none the less, and always help to keep the story running. It is quite a happy play, with no small degree of humour permeating it, plenty of crisp dialogue, a wealth of tuneful numbers and some cleverly arranged dances inserted. Its presentation was, on the whole, good, though we cannot help thinking that the most was not made of the piece. An impression was left that the players had not given enough time to rehearsals, and a raggedness was the consequence. It was, of course, the first night of production and may be the defects will disappear in subsequent performances. Being essentially a musical play, it suffered also from a lack of good soloists. Still, these points aside, there was a most praiseworthy spirit of co-operation evidenced among the cast, and the enthusiasm of each and every one was a big contributory factor to the success achieved.

The story opens with a garden party in Surrey, given by Benjamin Brewster, a retired Canton merchant, and to this function two bogus prospectors, Sirus G. Whizz and Peter Blodge, invite themselves. They succeed in shaking the confidence of Brewster in an oil venture in which most of his money is looked up, and also manage to get the job of setting out on an expedition to China, on terms much to their own advantage, to discover a famous casket of jewels said to be hidden in a monastery, by the possessor

TELEGRAMS.

SWEDISH CRISIS.

FORMING A CABINET.

[Reuter's Service To The "Telegraph."]

London, Received February 13.
Reuter's correspondent at Stockholm states that Baron Geer, a moderate Liberal, is forming a cabinet.

1,800 students from the universities of Upsala, Lund, and Gothenburg joined a thousand from Stockholm and demonstrated their patriotism and loyalty before the King who reiterated the necessity of improvement in defences. A counter demonstration of Socialists was made in favour of the ex-Premier.

ON THE ALERT.

CHINA'S FINANCIAL REPRESENTATIVE.

London, Received February 13.
Chin Chen-tao, the Chinese financial representative who has just arrived in London, is to watch the markets in London and on the Continent in order to acquaint the Chinese Government of the opportunities for an early loan.

AUSTRALIAN FORCES.

NEW INSPECTOR GENERAL.

London, Received February 13.
Reuter's Melbourne correspondent states that Brigadier-General Bridges has been appointed Inspector-General of Forces.

Money-Owing Him by a Chinese Firm.

This morning in the Summary Court, before Mr. Justice Gompertz, Mr. O. E. Owen of the Carlton Hotel sued D. A. Caldwell to recover the sum of \$152.90.

Mr. Norrington, of Mr. G. K. Hall Bratton's office, appeared for the plaintiff and Mr. Dixon of Messrs. Wilkinson and Grist for the defendant.

Mr. Dixon consented to judgment on behalf of the defendant and asked for a stay of one week.

Mr. Norrington:—I object to all stays.

Mr. Dixon:—I think we should get a stay. The man is in difficulties. I could get a week's adjournment, instead, I only ask for a stay.

His Lordship:—Your client is going away?

Mr. Dixon:—No.

Mr. Norrington:—I object to a stay in this case, because the defendant has not long been in the jurisdiction of the court, and we only have it from my friend that he does not believe that he is not going away. The man is in difficulties and there are certain properties held by the plaintiff belonging to the defendant.

Mr. Dixon:—The defendant is a Hongkong born man.

His Lordship:—It does not follow that he will always want to live in Hongkong. I would like to see him, I think.

Mr. Dixon:—I don't know whether my friend wants to arrest him. The writ is made out for January 6 and as a matter of fact I could ask for it to be struck out.

His Lordship:—You are not taking the point?

Mr. Dixon:—If my friend is going to place these difficulties in my way, I will.

His Lordship:—It is a little late to do that.

Mr. Dixon said that of course the man had been to see him and he was owed by a Chinese firm a sum of \$400. They had written to the firm demanding payment and his interpreter had assured him that the money would be paid, but, as His Lordship knew,

BASEBALL.

American Boys Defeat U. S. S. Wilmington.

A game of baseball was played at Happy Valley yesterday afternoon between the American Boys who are touring the world and the U. S. S. Wilmington. The boys won by 17 to 12. The game was rather poor. The gunboat men had had no practice for a year, while the boys have played very little of this trip.

TELEGRAMS.

POLITICAL OFFENDERS.

NEW PORTUGUESE BILL.

[Reuter's Service To The "Telegraph."]

London, Received February 13.
Reuter's correspondent at Lisbon states that the Government is to submit to-morrow a bill giving complete amnesty to individuals condemned for political offences and non-criminal misdemeanours. Ringleaders are to be exiled and persons awaiting trial will be released immediately and an enquiry into their cases will be opened forthwith with a view to deciding upon exile or acquittal.

SUFFRAGIST OUTRAGES.

CARNEGIE LIBRARY BURNED.

London, Received February 13.
The suffragists have burned down the Carnegie library at Birmingham and have attempted to blow up the late Mr. Arthur Chamberlain's mansion.

U.S. FOREIGN RELATIONS.

A SIGNIFICANT VOTE.

London, Received February 13.
A message from Washington states that the Foreign Relations Committee in the Senate voted in favour of treaties including Britain, Japan and Italy.

IN "DIFFICULTIES."

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TELEGRAMS.

LARGEST AIRSHIP.

MONSTER ZEPPELIN.

[Reuter's Service To The "Telegraph."]

London, Received February 13.
Reuter's correspondent at Berlin states that Admiral von Tirpitz has announced that the next Zeppelin airship will have a capacity of 32,000 metres, as compared with the 27,000 of the previous largest, destroyed at Heligoland.

AMERICAN MERCHANT MARINE.

PRESIDENT'S PROMISE.

London, Received February 12.
Reuter's Washington correspondent says President Wilson announces that plans for the restoration of the American merchant marine will be considered when Congress has disposed of questions pending.

you could not always get money from a Chinese at a moment's notice. It was no use arresting the man and putting him in gaol.

Mr. Norrington:—There have been some boxes lying for six weeks in the plaintiff's house. The defendant is a bird of passage and hails from Singapore.

His Lordship:—Do you want to arrest him?

Mr. Norrington:—I want to make sure that he is there when he is wanted. I want the money.

His Lordship:—He is quite possibly going to pay the money in a few days.

Mr. Norrington said he had no title to the property until his execution was out. He could not hold the property.

His Lordship:—Suppose I give judgment, can you seize the property without selling it?

Mr. Norrington:—No, my Lord.

Mr. Norrington said he would undertake not to put the defendant in prison. He was only asking what was perfectly reasonable.

His Lordship said that the boxes probably only contained clothing and effects and if they sold them they would probably get next to nothing for them; they were more valuable to the defendant than to the plaintiff.

Mr. Norrington remarked that the men had been in the colony about two or three months and during that time he had not paid anybody. He was instructed that a writ for distress would be issued on the property by the man's present landlord. He undertook that the goods should not be sold, the defendant should not be arrested, and a week should be given him in which to pay.

Judgment was given for the plaintiff, there being a stay for a week. The costs were agreed at \$20.

Bank Meeting.

Shareholders in the Hongkong & Shanghai Banking Corporation are reminded that the half-yearly meeting of shareholders takes place to-morrow at noon at the City Hall.

Rugby Match Off.

We are informed that the efforts to arrange a match for to-morrow between the Army and the Club have failed, owing to difficulties in raising teams.

Cleverly Concealed.

Sergeant Pincoff boarded the s.s. Proteus, from America, yesterday and arrested a Chinese who gave the name of James Long, on a charge of being in possession of a rifle, a shot gun, part of a revolver and 150 rounds of ammunition. The ammunition was cleverly concealed in toilet soap packages. Mr. J. R. Wood to-day fined the defendant \$250, this being the first prosecution under the new Ordinance.

NEWS FOR BUSY MEN.

TELEGRAMS.

CONDENSED.

A message from Stockholm states that Baron Geer is forming a Cabinet.

The King is to attend the Rugby match between England and Ireland on Saturday.

Lord Middleton's amendment to the Address has been adopted by the House of Lords.

Mr. Ramsay MacDonald, in the House of Commons said that the allegations against the South African strikers must be proved.

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Mr. A. MacCallum Scott, M.P. will move an amendment to the Address deploring the condition of our Indian subjects in South Africa.

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NEWS.

"Our Contemporaries" appears on Page 2 and general news on Page 5 to-day.

The meeting of the Hongkong Football Association held last evening suspended certain players for misconduct.

The annual meeting of the Hongkong Church Missionary Association was held last evening.

The Shewan Tomes appeal case was not continued to-day, owing to a bereavement sustained by the Chief Justice, in the death of a brother.

DON'T FORGET.

TO-DAY.

Victoria Theatre—9.15 p.m.

Bijou Theatre—9.15 p.m.

TO-MORROW.

Victoria Theatre—9.15 p.m.

Bijou Theatre—9.15 p.m.

The Idol's Eye—Theatre Royal—9.15 p.m.

Half yearly meeting of Shareholders Hongkong and Shanghai Banking Corporation—noon.

Humphreys Estate and Finance Co. Ltd. annual General meeting—11.30 a.m.

Monday February 16.
Jockey Club Race Meeting Happy Valley.

Maud Allan at Theatre Royal—2.15 p.m.

Tuesday, February 17.
Maud Allan at Theatre Royal—9.15 p.m.

Concert Seamen's Institute. Wednesday, February 18.

Maud Allan at Theatre Royal—9.15 p.m.

Thursday, February 19.
Ball at Government House.

Saturday February 21.
A. D. C. Performance Theatre Royal—9.15 p.m.

Thursday, February 26.
Annual meeting Kowloon Land and Building Co. Ltd.—noon.

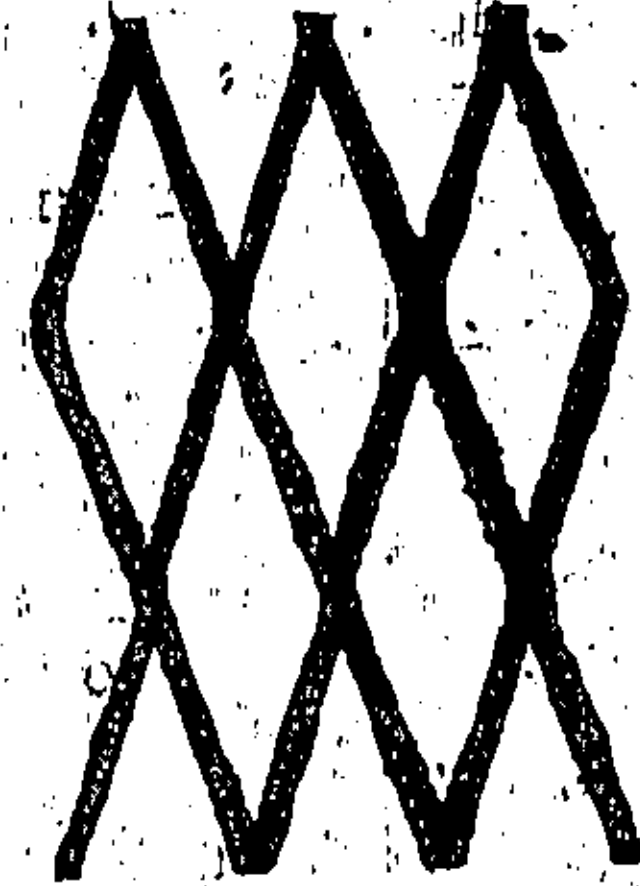
A. D. C. Performance, Theatre Royal—9.15 p.m.

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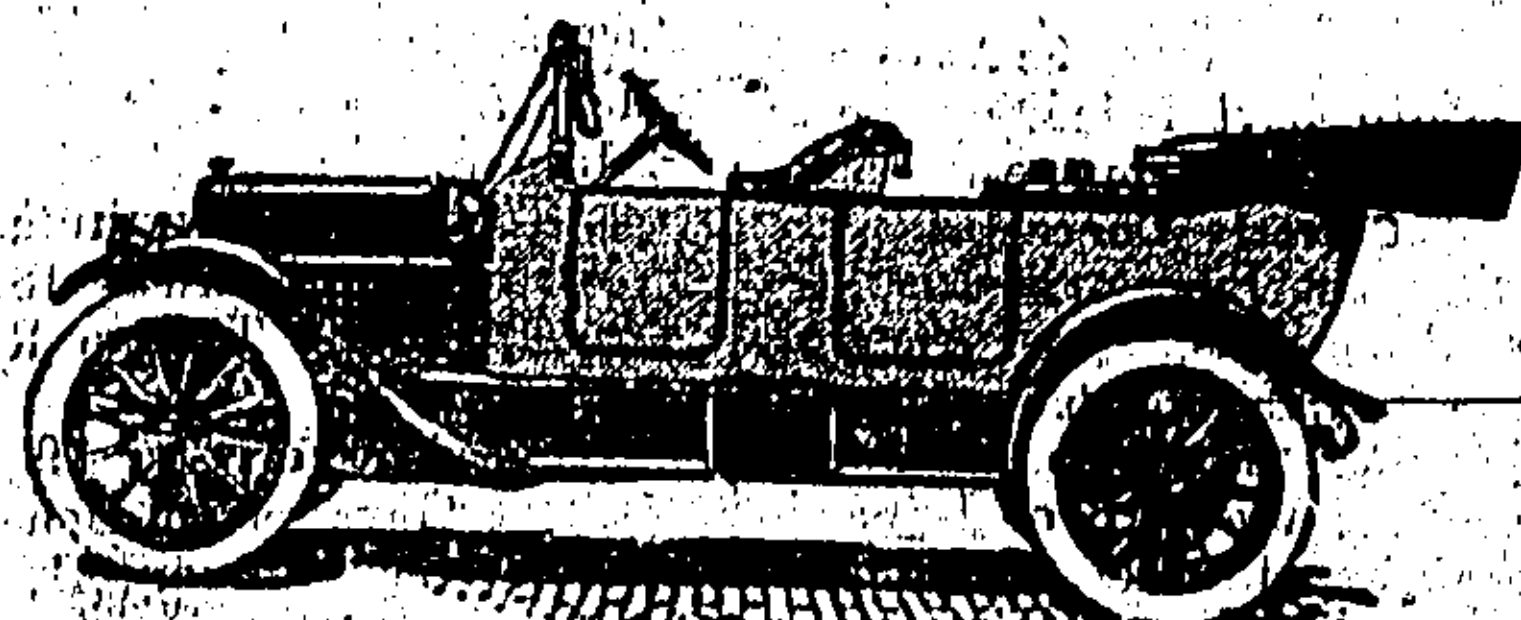
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MEE CHEUNG.

ART PHOTOGRAPHER

HONGKONG.

TELEPHONE NO. 1018.

Developing, Printing & Enlarging
Hongkong, 18th July, 1913.]

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many other inducements await
the first man who succeeds in
aviation from the old country to
the new, or "vice versa." We
are living in an age when events
move quickly and no doubt there
are men at this moment who are
quietly experimenting as to the
means they are to employ in the
effort to capture the coveted prize.
The great difficulty to overcome
is that of carrying enough petrol
to last out such a long journey, but
after Jules Verne's romantic kable
flight from Paris to Cairo, by a
route equally as long, hope runs
very high.

Daily Press.

Chinese Currency.

This step taken in Canton may
stand as typical of the state of
the country in this respect. The
notes have fallen to as low as 30
per cent. of their face value; rates
of discount have been
officially fixed; a special law
made it at one time illegal to
demand payment in silver of
more than 50 per cent. of the
price of goods, the remaining
half of the price being compul-
sory payable in notes; death
under martial law has been de-
creed as the punishment for those
refusing to take notes at 75 per
cent. of their face value, and
many money dealers who did
not see their way to give this
artificial rate of exchange were
actually beaten. The danger to
the country underlying this state
of affairs does not call for dem-
onstrations—any real confidence
in her financial stability is im-
possible until she has got rid of
this incubus. This, China cannot
do by herself, and it is probable
that the problem will have to wait
until the conclusion of the Cur-
rency Loan for its solution, the
whole question of establishing
China's currency on the substan-
tial basis being treated at once,
when, it is to be hoped and
expected, adequate measures
will be taken to prevent a
recurrence of that indelible
issue of notes by Provincial
Governments that has led to the
present difficulty.

China Mail.

Chinese Paper Currency.

Certainly, Peking cannot make
bricks without straw; in other
words something more is needed
than merely to issue a promise
that the Imperial Government
will be responsible for the notes.
This has already been done to a
smaller degree in the different
provinces, and with indifferent
result, for the Chinese business
people are wise enough to remem-
ber that promises are not always
fulfilled, and when impossible
promises are made they are certain
to remain unfulfilled. This would
seem like an impossible promise.
One writer suggests that the
Government should borrow this
large sum, and then proceed to
administer it so that it be
religiously devoted to the purpose
of redeeming the notes and not a
cent devoted to any other purpose.
This may or may not be feasible.
It is, however, something to
the good that capable
officials, who are profoundly
convinced that something must be
done, are set apart to study the
question, and try to discover some
modus operandi by which the
present impossible condition of
affairs may at least be mended and,
if possible, ended. Further light
on this difficult and complicated
subject will be eagerly looked
for by all parties, and not the
least by the ordinary business
men and small shopkeepers, who
now are at their wits end to
know what is the market value of
a dollar note, being absolutely
unable to say what that same
dollar will be worth in a week's
time. They are almost sure that
it will not then be worth more,
and most probably it will be
valued at something less.

For a good solid meal, a la
Carte or Table d'Hôte with
Wines & Liquors of the Best
ALEXANDRA CAFE

GENERAL NEWS.

Great Oil Well in Mexico.
A telegram from Tampico states that a great oil well on the property of the Shell and Royal Dutch Companies has been struck. Its initial flow was 15,000 barrels in 24 hours, but the flow rose on the second day to 20,000 barrels in 15 hours, and the well afterwards produced 100,000 barrels in 24 hours. It was got under control with difficulty owing to the enormous pressure, and the flow has been reduced to 30,000 barrels per day.

Oxford and Journalism.
Dr. Thomas Herbert Warren, Professor of Poetry in Oxford University, was the guest of the British International Association of Journalists at the annual dinner at the Trocadero Restaurant. Dr. Warren said that Oxford had sent out a very large number—perhaps the largest number—of men into the journalistic world. On opposite sides were Lord Morley and Lord Milner, and the Prime Minister had frequently contributed to the Press. Some of Oxford's most illustrious men were engaged in journalism. Under modern conditions great hurry was a necessity, and as a Professor of Poetry he might be excused for parodying a famous American saying, "Thrice blest whose statements we can trust, but whose times he who gets his news in first." (Laughter.) In spite of the great disadvantages under which journalists laboured their literature was of the highest order.

The Menzies Baronetcy.
The second Division of the Court of Session in Edinburgh, on appeal, have adhered to the judgment of Lord Ormiston dismissing as incompetent the action by David Prentice Menzies, of Plean Castle, Stirlingshire, who claims the vacant baronetcy of Menzies. The plaintiff claims succession to the baronetcy as the descendant of Robert, the fourth son of Captain James Menzies, of Comrie, Perthshire, who was born in 1663, and who died in 1748.

Maxim Gorki's Return.
According to the *Recht*, Maxim Gorki has returned to Russia, but he is at present in seclusion on account of ill-health. The novelist has been absent from his native land for the last eight years, and it is only in virtue of the general amnesty granted last February that he has been enabled to return at all.

A Precious Burden.
The secret has leaked out that a special messenger has been sent from Canonsburg, Pennsylvania, to Berlin, with a tube of radium valued at £25,000. The messenger will deliver his precious burden to the Berlin Hospital, which has bought the radium from the Canonsburg Vanadium Company. It is the largest quantity of radium gathered together in the United States, and three years were taken to collect it.

King Edward Memorial.
The executive committee formed to promote a Scottish national memorial of King Edward held a meeting in Edinburgh recently. Lord Strathclyde was in the chair. It was intimated that the King and Queen attached considerable importance to the proposal to erect handsome gateways on the north and south sides of Holyrood Palace forecourt. The committee approved generally of the gateway designs submitted by Mr. Washington Browne, R.S.A., and he was asked to prepare a full detailed design, introducing a statue or medallion of his late Majesty.

Aquarium Project.
The General Purposes Committee of Brighton Town Council recommended that a poll of the electors on the question of the remodeling of the Aquarium at a cost of £2,000 be not demanded, and that the Bill which it was proposed to promote in Parliament for the purpose be withdrawn for the present Session.

Tramways & Omnibus Scheme.
Negotiations are in progress for the absorption of the Gateshead and District Tramways Company, the Tynemouth & District Electric Traction Company, and the Jarrow and District Electric Traction Company by the Northern General Transport Company (Limited), which has recently been incorporated with the object of carrying on and developing transport business in the northern counties.

DR. WILSON.

A Remarkable Speech.

President Wilson has given the American public a little surprise, says the *Glasgow News*. Finding himself unable to present at a certain banquet, he made arrangements to deliver his speech by telephone. Each of the 300 diners was provided with a head-piece receiver, and the President, similarly equipped so that he could hear the applause of the gathering, delivered his address from the White House with a success so complete that it is expected this method of reaching a distant audience will be frequently resorted to in future.

The Secretary of the Treasury, Mr. McAdoo, and his assistants have micrographs in their rooms recording every word spoken by visitors. Both of the instances just quoted illustrate strikingly the way in which the constant progress of invention affects our daily lives. In talking of the march of machinery, we are apt to think chiefly of gigantic mills, power-stations, and subways; we forget about the little things coming more and more into daily use just because they are so familiar.

EMPIRE TRADE MARK.

The *Evening Standard* understands that the mass meeting to advocate the adoption of a British Empire trade mark which was to have been held under the auspices of the British Empire League at the Queen's Hall on February 17 next, has been postponed till March 3. The scheme has been making rapid progress lately, and representatives of various trades and leading members of both Houses of Parliament are taking interest in it. The object of the British Empire Trade Mark Association is to provide a simple and practical method of identifying British productions and to show in what part of the Empire the goods have been manufactured. Among other things, the adoption of such a mark would prevent foreign goods being foisted on the buyer as British, and would enable the public to support British industry and labour. A trade mark, for which application has been made to the Board of Trade, will not be an indication of quality, but purely one of origin, and it will not be compulsory. A space is provided for the name of the particular country from which the goods have emanated. An important point is made of the fact that at present considerable quantities of foreign goods masquerade as British Manufactures, and are admitted into Canada under the lower duties intended only for genuine British goods. An Empire trade mark would put a stop to this practice, and confine the preference to British productions only. This is not to say that price and quality will not remain the prime factors in the purchaser's choice, but other things nearly or wholly equal, Britishers prefer to give their custom to British manufacturers, and to buy British goods. An Imperial trade mark will combine the whole of the Empire's traders in one Imperial partnership. Thus the Mother Country and her Colonies will be bound still more strongly together, not only by ties of blood and sentiment, but also by the mutual ties of the buyer and seller.

January Rubber Returns.

Permas.—10,000 lbs.
Majedia.—3,878 lbs.
Rumbia.—14,858 lbs.
Lendu.—7,930 lbs.
Krubong.—8,500 lbs.
Glensey.—8,034 lbs.
Teluk Anson.—6,218 lbs.
Batang Malaka.—7,389 lbs.
Bekoh.—10,909 lbs.
Chimpul.—5,790 lbs.
Maytr.—2,248 lbs.
Seletar.—9,003 lbs. To date 65,239 lbs. Corresponding per cent last year 38,023 lbs.
Changkat Serdang.—10,034 lbs.; total for twelve months of current financial year, 85,505 lbs.
Cheviot.—14,572 lbs.; same month last year 13,478 lbs.
Kamuning (Perak).—51,115 lbs.; total to date, even equals

LIBERTY OF THE CLINK.

Proposed Demolition of an Ancient Site.

The contemplated building of St. Paul's Bridge will entail the demolition, on the south bank of the Thames, of a network of small streets, says the *Morning Post*, which at one time formed part of the Liberty of the Clink, famous for its association with the Globe Theatre and with the Bishop of Winchester since a time shortly after the Norman Conquest. It had a landing place known as the Bishop Winchester stairs, and adjoined a residence belonging to the Bishop of Rochester, but neither prelate seems to have cared much for dwelling in the Liberty, the respectability of one section of the inhabitants being for 400 or 500 years extremely doubtful.

On the river bank stood also the Clink "jail or prison for the trespassers in those parts—namely, in old time, for such as would brabble, fray, or break the peace of the said bank." The Clink Prison was burnt down by the Gordon rioters in 1780, but its name survives as one applicable to gaols generally.

Close at hand was a row of houses against which the charge of lack of respectability was chiefly directed. They, too, overlooked the Thames and bore picturesque names painted, not on signboards, but on the walls, among the titles being the Cardinal's Hat, the Boar's Head, the Cross Keys, the Gun, the Castle, the Crane, the Bell, and the Swan.

These places belonged to Sir William Welworth, in whose time they were "spoiled," which means sacked, by Wat Tyler and his followers; and it was probably a sense of personal wrong, as much as loyalty, that caused Sir William so summarily to slay the rebel.

Cardinal Cap Alley, one of the places marked for destruction by the designers of St. Paul's Bridge, takes its name from the ancient house called the Cardinal's Hat. Pike Gardens also are to disappear. Three hundred years ago they were known as Queen's Pike Gardens, because they contained a pond in which were fish for the royal table.

The bear gardens were within the Liberty of the Clink, where also lodged Shakespeare, Massinger, Beaumont, Fletcher, Burbage, and Alleyn, founder of Dulwich College.

330,654 lbs.; same period last year 200,853 lbs.
Labu (P.M.S.)—22,271 lbs.; same month last year 33,128 lbs.
Port Dickson Lukut.—18,100 lbs.; total to date ten months 142,312 lbs.; same period last year 104,385 lbs.
United Temiang.—12,095 lbs.; total to date six months 74,898 lbs.; same period last year 40,285 lbs.

The Silesia Case at Penang.
At Penang, on January 30, Mr. Justice Smeeth Smith heard the appeal of Max Pecht, chief officer of the Hamburg America German steamship *Silesia*, against the convictions by Mr. Sherwood for aiding the escape of a Chinese prisoner and for assaulting a Malay police constable, for which offences he was fined \$10 and \$15, respectively. Appellant's counsel argued that accused was arrested without warrant and should not have been tried by the magistrate who ordered the arrest. The judge in dismissing the appeal said the magistrate had treated accused with great consideration so that he should not raise his ship.

Rubber Exports.
The export of rubber from Port Swettenham to different places during January, 1914, was as follows:—
United Kingdom .. 1071.60 tons.
Europe .. 119.46
Ceylon .. 81.61
Straits Settlement .. 194.66

If you have lost your appetite, one of the big variety of dainty dishes at the ALEXANDRA CAFE is sure to tempt you.

Prepaid Advertisements
ONE CENT PER WORD
FOR EACH INSERTION.

TO LET.

MEIRION, Nos. 9 & 10, Peak, unfurnished, 6 Rooms. Cheap Rental, from 1st December newly painted and colourwashed. ROGATE, Austin Road, Kowloon; unfurnished.

No. 68 Peak, Mount Kellett. Church Mission Society Bungalow from 1st October, 1913, till 30th May, 1914, partly furnished. Cheap rent.

1 CAMERON VILLAS No. 60 Peak, to let furnished for 1 year from 1st May.

No. 6 Cameron Villas, No. 59 Peak to let furnished for one year from 1st May, 1914.

Kellett Crest No. 66 The Peak, from 1st March, 1914, partly furnished.

No. 19, Shelley Street.

One small Godown in Duddell Street.

FOR SALE.

HARTING and ROGATE, on part of Kowloon Island Lot 1154. "GLENSHIEL" 124 Barker Road, 5 rooms, close to Tram Station.

Apply to LINSTEAD & DAVIS, 3rd Floor, Alandra Building, Hongkong, 2nd Oct., 1913. [21]

TO LET.—Two room Flats in Kowloon. Suitable for Europeans, in good airy locality. All Modern Conveniences. Terms Moderate. Apply H. BUTTON-JEE, Royal George Hotel, Hongkong, 17th Oct., 1913. [967]

TO LET.—No. 2 Park Road, "Breezy Villa." Airy and comfortable. Garden and Tennis Court. Apply to No. 4, Ripon Terrace, Hongkong, 13th Jan., 1914. [1139]

TO LET.—Furnished. Inverdrue, Barker Road, Dining room, Sitting room, 4 Bedrooms, large drying room, tennis court &c., 9 months from 1st March. Apply to W. CHATHAM, P.W.D.

TO LET.—from 1st May, 1914, No. 104, The Peak, furnished. Apply to S. J. DAVID & Co., Prince's Buildings.

TO LET.—Furnished for seven months from the first week in March 1914; No. 64, The Peak. Apply to G. M. HARTSTON, Hongkong, 29th Dec., 1913. [1105]

The First Ironclad.
The *Army and Navy Gazette* quotes a paragraph from its issue of Dec. 12, 1863, where Bill Adams, of Japan's fame, described, in a letter of 1813, a "juncos, eight hundred or a thousand tuns further, shrouded all with iron." The paragraph is headed "The First Ironclad Ship of War," but the distinction must go back at least another quarter of a century, for when Antwerp was being besieged by the Spaniards in 1585 the inhabitants built an enormous flat-bottomed vessel, armoured it with heavy iron plate, and named it *Finis Belli*. The choice of name was rather premature, however, for the ship went aground before it could be brought into action and fell into the hands of the Spaniards, by whom it was preserved for some time as a curiosity.

TO LET.

TO BE LET, UNFURNISHED: five roomed home on Barker Road, near T.M. Apply DENISON, RAM & GIBBS.

TO LET.—Furnished Flat, Nathan Road, Kowloon, to be let for six months from 1st April. Apply "LINKS" c/o "Hongkong Telegraph."

TO LET.—FOUR-ROOMED HOUSES in Granville Avenue and Salisbury Avenue, Kowloon, Cheap rentals.

SHOP with GODOWN attached, Nathan Road, KOWLOON. Kowloon Marine Lot No. 48 with Wharf.

A flat in Humphreys Buildings, Windsor Lodge, Kimberley Road, Kowloon, 6 rooms, and Tennis Court.

Apply to—HUMPHREYS ESTATE & FINANCE CO., LTD., Alexandra Buildings.

TO LET.—OFFICES in King's Building. Apply to THE HONGKONG LAND INVESTMENT & AGENCY Co., Ltd.

WANTED.

WANTED.—FROM 1st APRIL, A HOUSE OF 10 ROOMS OR MORE, UNFURNISHED, WITH SERVANTS QUARTERS, HIGHER LEVEL—APPLY TO "K. Z." C/O "HONGKONG TELEGRAPH."

TO take charge of 2 children at the end of March, temporary (possible permanent) European nurse. Good salary to suitable applicant.—Apply "S." care of "Hongkong Telegraph."

PAINTER and EXHIBITOR is prepared to give Lessons in Drawing and Painting.—Apply "E.B." care of "Hongkong Telegraph."

WANTED.—House or flat, unfurnished—Three bedrooms: 1st March—"K" c/o "Hongkong Telegraph."

FOR SALE.

FOR SALE.—"ALTADENA" No. 123, The Peak. For particulars apply to GEO. P. LAMMERT.

Notice

N. LAZARUS.
Optician.
Nothing is more worthy of your consideration than the welfare of your eyes. The trouble that to-day is small and easily remedied, if neglected may get beyond single measures. Be on the safe side and if your eyes are giving trouble call on us and have them examined. No charge for sight testing.

N. LAZARUS,
OPHTHALMIC OPTICIAN.
Tel. 1292. 1A, D'Aguilar St.

QUEEN'S DISPENSARY
IS THE DISPENSARY THAT IS ALWAYS
AT YOUR SERVICE.THIS WEEK'S SPECIALITY:—
BALSAMIC
COUGH LINCTUS.

The mild and soothing influence which this preparation has, places it among the most valuable of the kind in cases of Cough, Asthma, Bronchitis, Shortness of Breathing, or Difficulty of Expectoration; and while it removes the accumulation of phlegm, from its Tonic and Astringent virtues it prevents its formation, and allays irritation of the membrane of the throat and chest, rendering those delicate parts less susceptible to future irritation and disease.

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Best London Makes. 6 FOR \$19.50

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Coloured or White-Soft Fronts. 6 FOR \$16.50

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THE IDEAL WASH FOR MOUTH & TEETH

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Cleaning, bleaching, disinfecting & refreshing.
Can be used as a gargle against all throat troubles.
The best preventative against infectious diseases.

PRICE PER BOTTLE \$0.80

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IZAL—the guaranteed disinfectant of unrivalled strength—is the pioneer modern high power germicide.
Officially adopted throughout the British Empire.
Mixes equally well with salt, brackish or fresh water.
Write for Free Booklet—"Practical Disinfection".
RULES OF HEALTH.
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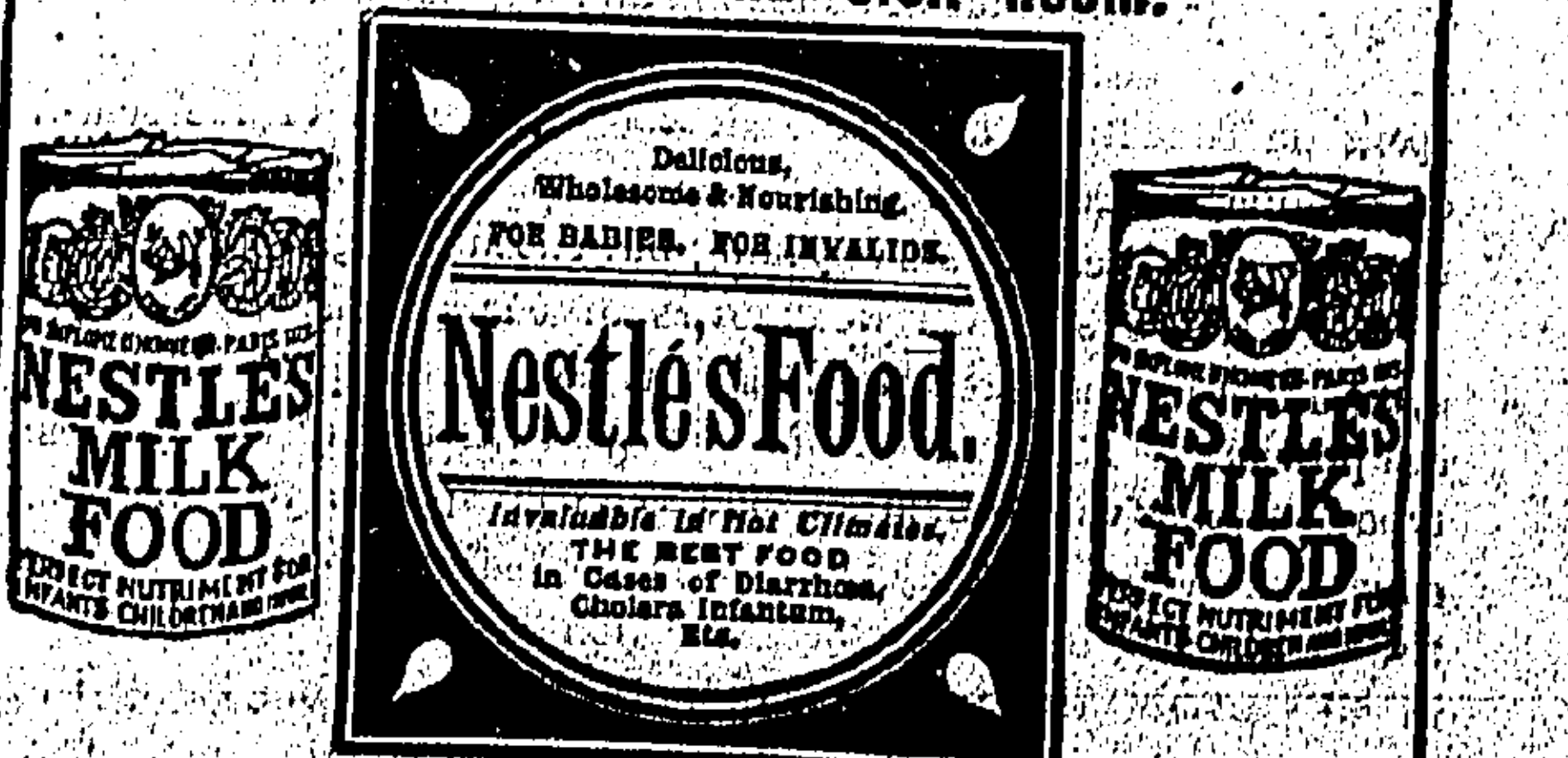
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P.O. Box 351
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CHEMISTS &c.

BY APPOINTMENT TO H. E. THE GOVERNOR.

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(Payable in Advance.)

By Order, "HONGKONG TELEGRAPH."

The Hongkong Telegraph.

HONGKONG, FRIDAY, FEBRUARY 13, 1914.

THE COMING REFORM OF EDUCATION.

Should the present Liberal Government manage to survive sufficiently long in office, we may soon expect to see the country once again convulsed over the education controversy, which some few years back caused such bitter antagonism in sectarian circles up and down the land. There need be no surprise that an Education Bill is foreshadowed; the surprise is that it is so long in coming. For it has to be remembered that it is from the extreme Nonconformist section that the Government draws its main support, and the demands of this element—reasonable or unreasonable though they be—have never been met. The securing of so-called "justice" to Nonconformists in the matter of educational facilities was the pet cry of the party when it came into office; yet to-day, after many years of holding the reins of administration, the Asquith Ministry stands precisely where it did on the question. Nothing has been done.

On the general question of educational reform, quite apart from the narrow-minded sectarian standpoint, there can be no doubt of the need of a consolidating and unifying measure. And it is to be hoped that it will be in this spirit that the Government will approach this vitally important subject. Year by year the cost of elementary and secondary education has been progressively increasing. One result of this has been to cause education to grow in unpopularity all over the country, and the problem which has now to be faced is how to awaken in the nation as a whole a true appreciation of the value of education and a genuine enthusiasm for it. That is no easy matter. For with all the money which is now spent on education, and with all the elaboration of the school curriculum, the results, so far as the finished article—the boy or the girl—is concerned, are anything but encouraging.

It is one of the weaknesses of our present educational system that in some areas anything but fair and adequate facilities are provided. There are certain counties where only the poorest type of teacher can be secured, and as a consequence the cause of education suffers severely. What is needed is the creation of a truly national system, the object of which should be to provide that in all parts of the country children of all ages may have the opportunity of enjoying instruction appropriate in kind and satisfactory in quality. As we see it, there need be no tinkering with the bitter question of denominationalism. Let all energies be centred on the framing of a great unifying scheme. If such an attitude is adopted, there are hopes for the future. But only so.

DAY BY DAY.

IT IS EASY ENOUGH TO BE HAPPY WHEN LIFE FLOWS BY LIKE A SONG. BUT THE MAN WORTH WHILE IS THE MAN WITH A SMILE, WHEN EVERYTHING GOES DEAD WRONG.—Anon.

The Mails.
American Mail.—Leaves per s.s. Minnesota at 4 p.m. to-day.
English Mail.—Arrived per s.s. Assaya this morning.
Siberian Mail.—Arrived per s.s. China this morning.
American, Canadian and Siberian Mails.—Left per s.s. Shinyo Maru this afternoon.
Siberian Mail.—Closes per s.s. Assaya at 5 p.m. to-day.
English Mail.—Closes at 11 a.m. to-morrow.
Siberian Mail.—Closes per s.s. Chonan at 5 p.m. to-morrow.

St. Valentine's Day.
To-morrow is St. Valentine's Day.

Arrived.
Mr. J. Bell Irving arrived from Shanghai by the China to-day.

Lord Herschell's Visit.
Lord Herschell is at present staying at the Hongkong Hotel.

Social.
The Y.M.C.A. is arranging a social evening for the 28th inst.

Mr. Fuller leaving.
Mr. Denman Fuller leaves the Colony to-morrow by the s.s. China.

Y.M.C.A. Camera Club.
According to Progress, the Association magazine, the Y.M.C.A. Camera Club is booming and new members are joining every week.

General Arrives.
Brigadier General T. D. Foster, Inspector of Army Service Corps, arrived here by the s.s. Assaya to-day, on a visit of inspection.

Y.M.C.A. Members.
The following have been elected members of the Y.M.C.A.:—

Messrs. A.S.D. Couland, W. E. Douglas, J. H. Hearn, H. Holm, A. F. Keston, D. C. Ross and A. W. Tickle.

What's in a Name?
The appropriateness of a name in a money lending case drew a remark from the Puisse Judge in the Summary Court this morning.

The plaintiff's name was Lender Singh.

A Woman's Loss.
A married Chinese woman residing at 6, Cheung Hing Lane, reports that some person has stolen from her cubicle seventeen pieces of silverware value \$30 and three pieces of clothing valued \$18.

Discharged.
A girl of fourteen years, living at 16, Possession Street, was charged before Mr. J.B. Wood at the Police Court to-day with stealing a silk jacket from the roof of No. 24, but was discharged.

On A Visit.
Mr. Everard Digby, formerly editor of the Indian Daily News, Calcutta, and now director of the Indian Telegraph Press News Agency, is on a visit to the Colony.

He has a brother on the staff of the Medical School of the Hongkong University. On his return Mr. Digby proposes to make a brief tour through the Malay States.

Overdose of Opium.
A married Chinese woman, aged 41 years, from 46, Square Street, was removed to the Government Civil Hospital yesterday and died shortly after admission. Her death is said to be due to an overdose of opium stated to have been administered by her husband to ease stomach pains. The husband has been detained for police enquiry.

Minnesota Delayed.
The Great Northern liner Minnesota was to have sailed for Seattle yesterday at noon, but the sailing had to be postponed in consequence of a strike among the Chinese firmmen, some 110 in number, who demanded more wages. We are informed that the strike has been settled and that the steamer leaves at 4 p.m. to-day.

Latest Advertisements.
The weights for the Foochow Cup in connection with the Races, are published.—Page 5.

The Exchange, Fire and Marine Insurance Offices will be closed on Monday, Tuesday and Wednesday next.—Page 5.

Consignees' notice is issued regarding the Benlomond.—Page 5.

Mr. G. P. Lamport has a sale of valuable house hold furniture at 10, St. James' on the 20th inst.—Page 5.

CHIEF JUSTICE'S BEREAVEMENT.

Cable Informs Him of His Brother's Death.

There was no sitting of the Full Court of Appeal to-day. In fact it has been adjourned until Thursday next.

This has been caused by the sudden news of bereavement which the Chief Justice, Sir W. Rees Davies, has sustained.

In a communication to the Press the Chief Justice intimated that he had received a cable this morning informing him of the death of his brother, Dr. Stanley Davies, at sea.

Dr. Stanley Davies was medical officer in the Leeward Islands and was aged 47 years.

"THE IDOL" EYE.

(Continued from Page 1.)

The part of Mr. Brewster was in the hands of Mr. W. A. Hannibal, who made a great hit. As a self-made, uneducated man of wealth he was extremely successful in the presentation of the part, and he did much to keep the piece moving. Captain A. H. K. Watson, in the role of Branscombe was another big success, and he played the part with a rare conception of what was required of him. Mr. V. G. Smyth and Mr. S. L. Webber were entrusted with the characters of the prospectors (who liked any "prospect" but work), and they too were altogether faultless in their work.

The author of the play took on the character of Lai On, and his was certainly the cleverest work of the evening. The astute, wily Chinese servant could not be better portrayed, and by his handling of the part Mr. Crosse showed himself a clever observer of Oriental characteristics. Captain Skrimshire did the love-sick Arthur Dane just as it should be done, while Mr. G. P. Lamport could not possibly have been improved upon as Wo Pak, the Abbot of the How Kwik Monastery. He was ably seconded in his efforts by Mr. R. G. Munro as Hang On, his assistant, and Messrs. H. I. Jones, J. A. Young, R. Brown and M. F. Murray as monks of the same institution. Of the ladies chief honours fell to Miss Robertson, who was particularly sweet and vivacious as Patricia, while Mrs. Francis Clark gave a very smart interpretation of Mrs. Andton, the giddy widow with an eye to the main chance.

Mrs. Copley Moyle as Daphne Price, rather overdid the part, though she was always dainty and fascinating. Others who appeared in the cast as guests were:—Messdames Carter, Dobie, Evan-Jones, Forbes, Hunt, Robertson and Wenborn, Misses Main, MacDonald & D. Robertson, Messrs. Archbutt, Abney, Bidden, Brown, Jones, Murray, Rosser and Young.

A word must be said of the staging of the play, which was altogether beyond reproach. The first act was very prettily laid, while the second, that of the Monastery, was magnificent. The scenery for the latter was lent by the Pung On Amateur Dramatic Society. Mrs. Somerville Dobie kindly assisted with the costumes, which were most effective; and the whole stage effects were a tribute to Mr. John Robertson, who produced the play. Music was supplied by the D.O.L.L. orchestra, while the orchestration was carried out by Bandmaster Roberts. The audience was much appreciative, and at the close there were insistent calls for the author, who appeared before the curtain and made a few remarks. Among those present were His Excellency the Governor and Lady May, H. E. Admiral Jerram and Mrs. Jerram and H. E. Major General Kelly and Mrs. Kelly.

FOOTBALL.

Hongkong Shield Competition.

The match, H.M.S. Minotaur v Hongkong Club will be played on the Club ground—instead of the Naval ground—as previously notified—to-morrow afternoon at 4 o'clock.

Mr. A. P. Storrie acts as referee.

SHEWAN TOMES & CO.

Partnership Dispute Appeal on Dissolution Action.

(Continued from Extra)

These articles give him that right, but they also give him the right to refuse to take it at valuation if it does not suit him. I would point out that "shall be at liberty" occurs in 11 and 15. The word "may" has been used.

The Chief Justice:—It amounts to the same thing.

Mr. Alabaster:—It means the same thing. If he does not like it he need not buy. He is given a right which he does not otherwise possess to take it at the valuation or to refuse if he wants to. He refuses and either does not take over at all or he takes over, under clause 15, which is the option clause. If he prefers the auction value he can take it at auction value under clause 15, or if he prefers he can take it at a fixed price which outsiders would not be able to close with.

The Chief Justice:—It comes to the same thing.

Mr. Alabaster:—If he refuses to buy under the earlier clause it is put up for sale. If the fixed price is less than the actual value he scores over the outsider. But if the goodwill is higher than the option value he does not take over the goodwill because it is not worth his while, and he bids against the outsider at the auction.

That, I submit, is the reason why all these clauses have been inserted, and the next question is why they were so drafted. There are several reasons why the draftsman drafted them in this way. In clause 15 it is not necessary to mention goodwill specifically because of the three clauses which I have cited, for the words in it are sufficient to convey goodwill, but in the earlier clauses it is necessary to mention goodwill specifically for reasons which I shall give. The first of those reasons is this:—The earlier clauses give the continuing partner an option to buy at the fixed price. Now, in order to get the fixed price for the goodwill it is essential to mention it. It is essential to mention it because you can fix or arrive at the price of assets even without mentioning the figure, because you can say it shall be at the market price of the day. The goodwill you must mention and say it shall go at so and so. And so it is essential in the valuation clause that the goodwill must be mentioned, and that, I submit, alone is sufficient.

The next point—the draftsman in drafting these clauses has been so careful to avoid the construction which unfortunately has been put on these articles. If he has put any other express word into these clauses, it has been overlooked in the reasoning part of the judgment. If your Lordships will turn to the first page of the judgment, articles twelve and thirteen, article twelve reads:—

"The price to be paid for the shares by the deceased or bankrupt partner shall be the same—twenty-five thousand dollars—largely increased, or a sum agreed upon, and the price to be paid for the deceased share or bankrupt's share of the property other than the goodwill shall be the next value thereof," and that is exactly the same in clause 13.

The price to be paid on the purchase of the share of the retiring partner in the business twenty-five thousand dollars, now \$150,000—and the retiring partner's property other than the goodwill shall be as in article 12, so the most important words carefully placed in to guard against any possible misconception are the words "property other than goodwill."

In other words it is this: a valuation clause of property includes goodwill. The two cases show it, so I say that for the goodwill portion of the property the continuing partner pays the fixed price named, and for the portions of the property other than the goodwill, the remaining portion of the property, he takes it at the ascertainable fluctuating price it is fixed at. It is fluctuating, but an ascertainable price. He says the continuing partner takes the property that includes the goodwill and so much of the property that consists of the goodwill he must pay \$25,000 for, and the remainder that does not consist of goodwill he must pay the market price for on the day. I lay the greatest possible stress on these words, most carefully inserted by the skilled draughtsman—property other than goodwill, which he refers to as regard the earlier clauses. (Mr. Alabaster then read the agreement.)

Continuing, Mr. Alabaster said:—I have given two reasons, and the chief which I have already given is he cannot dispose of the goodwill without mentioning it, because you cannot say the market price of the day, and for the remainder of the property you can say that. And as they intend to deal with the goodwill here, they have got specifically to mention the goodwill here. It need not be mentioned in an auction clause; it must be mentioned in the other clause if it is to have a value at all. There is another reason for mentioning the goodwill in these clauses and it is this—the earlier clause of course 15 is what I called an auction clause, but the earlier clauses contemplate the disappearance from the business connection of one of the partners, and, secondly, co-relative to that, these earlier clauses contemplate the taking over of that connection by the other. Now, there are certain cases which decided that if any such state of affairs should come up as the taking over of another's by the other—the whole business connection—if the goodwill is to be paid for specially it must be provided for in the terms of the taking over. The leading case I call it the leading case, as the other cases follow it, and date from that case, although sometimes it is misconstrued—the leading case on that point is the case of Hall and Hall in 20 Bevan, where the state of affairs are provided for contemplates the taking over of the business as a going concern from the partner who is going out by the partner who is remaining in during the term. The whole thing then is, if the goodwill has to be paid for it must be mentioned, and the leading case on that is Hall and Hall. It is an authority in my favour although it has been used against me. This case is decided in Bevan, the claim of a retiring partner for the share of the value of the goodwill of the business dissolved, 20 Bevan page 139.

The President:—It is an instance of a case in which the court will not allow a compensation for goodwill but it does not say that it will in no case. On the construction of the documents it is possible that the court would hold it was not contemplated that it would be.

Mr. Alabaster:—There is an old book on partnership—Dixon's Partnerships in 1860 at page 489.

The Chief Justice:—I suppose it would apply in Hongkong. Supposing there is going to be a definite purchase of the goodwill it must be mentioned in the articles of partnership?

Mr. Alabaster:—If the article contemplated the taking over by one partner during the time of the other, if it gives him that right to take over any share of the valuation it is proper to state what shall be paid for goodwill, whereas in the auction clause it is not necessary. That was a taking over case and it is explained as I shall explain it, adopting the language of Dixon. So it would be to meet that case and others like it that the draftsman would find it essential to put it in as an option clause but not as an auction clause. The Chief Justice referred to Hall v. Hall on page 5 of his judgment and another case in his judgment which he states was followed, is shown in Law Times Reports page 397. Also I would say about it, it is followed by others which are "taking over" cases by one of the partners.

The Chief Justice:—It is decided on authorities?

Mr. Alabaster:—It is decided on authority. So I distinguish these cases on the same ground. The next case referred to by the Chief Justice is Stewart v. Gladstone. That is also I think a "taking over" case. That is the case where there is the discussion as to what is the meaning of goodwill. It is a "taking over" case on valuation. Gray and Smith 43 O.D. is another "taking over" case. The next case is the

one which was mentioned by the learned Chief Justice in his judgment. The Chief Justice:—What do you say about Stewart and Gladstone? Mr. Alabaster:—They are all taking over cases they have been used against me as taking over on valuation. The draftsman has to remember these cases and provide for them. Jennings and Jennings is the other case mentioned by the Chief Justice and is a case which we are supposed to have relied upon but that is a taking over case too. In that case the old partner became vendor and purchaser. They are all taking over cases and so I go back to that part of the judgement which says that *Prima facie* property and effects convey everything but in other cases of course they don't. And the cases where they don't are "taking over" cases. In a "taking over" case they don't unless it is specially mentioned. That is shown by the recent cases.

The President:—What do you call exactly a "taking over" case?

Mr. Alabaster:—The case contemplated in articles 11 to 14 where a right is given.

The Puisse Judge:—Of option? Mr. Alabaster:—An option is conferred even if it is insisted that he must take it over. These cases seem to show that goodwill must be specially mentioned, but these cases don't say that it is so in auction clauses. In that case the court would look to the best price that could be ascertained for the benefit of both parties. That is shown by a recent case of Smith and Nelsons 92 Law Times Report 1905 at page 316 and 317. Now that principle is always adopted by draftsman of partnership articles and is shown in the form given in the book of forms, Encyclopedia of Forms, and other books as I shall show. These provide for goodwill and for property other than goodwill I refer to Encyclopedia of Forms and Precedents 9 at page 489. 489 is the first form I draw your Lordship's attention to. 202 is an alternative form.

The Chief Justice:—Based on Davidson?

Mr. Alabaster:—Yes and Puisse, Clause 21, expresses the general rule upon the determination of the partner etc. There is no mention of goodwill.

The President:—Why should there be if the partnership comes to an end?

Mr. Alabaster:—I say there should be none.

The President:—Why? Mr. Alabaster:—Goodwill can be sold without including assets, it includes goodwill taken from the general management. Goodwill is not mentioned and there is no necessity for it to be mentioned, it is a "taking over" clause, it is a determination. That is the general rule in the bracketed clause. As to the alternative, if it is intended the next clause is the alternative clause if it is intended the goodwill was not to be sold on the determination it is specifically mentioned in the alternative clauses which is 22. So on the determination we have got to mention if it is to be sold, but if it is not to be sold it is mentioned. That is the determination—23 is the taking over clause.

The Chief Justice:—22 is the alternative?

Mr. Alabaster:—Yes, being in brackets—this indicates the alternative forms. You will find a special clause to deal with it. 23 is not in brackets and it is the taking over clause and expresses the general law in a taking over case—the purchase of a share of a deceased partner. There is the general law; it is exactly the same in the general law of portions of the determination clause, in the non-taking over clause goodwill is not mentioned, but in the taking over clause it is mentioned, because it has to be mentioned to meet these cases. Clause 25 is one of the alternative clauses, but 23 and 24 convey the mode of payment of purchase money which is immaterial. The alternative clause is 25, in heavy brackets page 492, and in this event, the question of goodwill is mentioned again. In the event of death of any partner and the purchase of his share—of the deceased surviving partners, or partner, no value shall be placed on the goodwill.

The next case is the

will of the business, and the goodwill of the business shall be regarded as a branch."—In the taking over clause you don't. You will find similar forms in the other books. The book I have got is Priced, it is an old one. I think the new ones are practically the same.

The President:—These are precedents?

Mr. Alabaster:—Yes, Priced's precedents. It is the precedent partnership form and the last two clauses call attention to the termination of a partnership, 10 is taking over, 15, which is the final one contains no mention of goodwill in this form. Property and effects are our own words, and so on and so on, and the word goodwill is not mentioned in the clause. So in these books of forms you will probably find the same thing. So there in expressing general law goodwill is mentioned in the taking over clause, but not in the final sale clause because it is included under the general law, and therefore I say the draughtsman of these would proceed precisely in the way any draughtsman following these forms which are based on the cases which I have cited, which express the general law in the exceptional cases. He has drafted these clauses to provide for these events. It is stated in general law in clause 15. The earlier clauses give the continuing partner the option to take over if he likes by valuation. Goodwill must be mentioned for these reasons, because you cannot put a valuation on it without mentioning it. It is utterly unnecessary. Two of these authorities mention it in another place—Library edition of Priced vol 2, 805.

The Chief Justice:—The same in place of death?

Mr. Alabaster:—Yes during the term, but in this case it is not compulsory taking over, it is optional. If they don't take it over they close the thing and it is put up for auction and they can bid. He has a right to take it at valuation. But this construction my friend will deal more elaborately. This must have been the intention—why give him the option to pay a very large sum for what he can get for nothing, for refusing to exercise the option. But my friend will deal with the authorities leading to the inconvenient construction. It is the construction that has given him the option to buy at a very large price.

The President:—There is one point you mention—you must fix the price in order to arrive at any valuation at all?

Mr. Alabaster:—Didn't I make myself clear on that point?

For property other than goodwill you have clauses for property other than goodwill and you say that it shall be so many pounds you cannot say it shall be the daily price, but for goodwill you must name a price.

The President:—Why?

Mr. Alabaster:—Because you have no price upon it.

The President:—You may fix by arbitration.

Mr. Alabaster:—Yes.

The President:—You must fix in some way of arriving at it.

Mr. Alabaster:—Yes; and you cannot fix it at a daily price because it has no daily price. Therefore you must mention it. There are really two alternative agreements.

The President:—Four. First, question of practicability, the second, the legal argument?

Mr. Alabaster:—Yes.

At this juncture the Chief Justice handed down a book to Mr. Alabaster.

Mr. Alabaster after reading over the case:—This is not a taking over case on valuation at a determination and dividing up and therefore does not mention goodwill. My friend will argue that I do not wish to overlap in any way in my argument, but I submit it covers the whole ground. But the learned judge referred in the judgment at the top of page 7 and I have said with every case which he has cited up to the top of page 7. But at the top of page 7—on page seven there are cases which I have not re-

SPECIAL CABLES.

CHINESE POLITICS.

PREMIER'S RESIGNATION LIKELY TO BE ACCEPTED.

(Special Pacific Service to the Telegraph—Reuter).

Peking, Received Feb. 13.
The meeting of the Cabinet which was to have been held yesterday did not take place.

A Mandate accepting Hsiung Hsi-ling's resignation of the Premiership is expected to be issued shortly. The name of San Pao-chi is mentioned for the post of Acting Premier on the ground of seniority.

UNREST IN JAPAN.

POPULAR DEMONSTRATIONS; 200 ARRESTS.

Tokyo, Received Feb. 13.
The Budget has been passed by the Lower House with the reduction amendments to the Navy Estimates which were approved by the Budget Committee of the Diet.

A mob of 1,000 people made a demonstration at midnight, and the police dispersed them after arresting 200.

A number of Opposition newspaper editors have been prohibited and the editors have been arrested.

The anti-tax agitation is continuing. Mass meetings were called yesterday and to-day, insisting on the resignation of the Cabinet, complaining of the harshness of the police and also that there is no provision in the Budget for the relief of taxation.

ferred to because they are stated there to be both alternative arguments. Sayers and Taylor and Neate. They will be dealt with by my learned friend, Mr. Jenkin, who has also another alternative argument on another case and he will also deal with this and authorities for beneficial construction which I have dealt with lightly. It is unreasonable to expect that these clauses have been put in to give him an opportunity of buying something for \$150,000 which he could have got for nothing.

The Chief Justice:—He will deal with the other construction which is to be placed on Clause 15 as a whole?

Mr. Alabaster:—I thought I had done that.

The Chief Justice:—Mr. Slade contended, and I thought very emphatically, that in order to effect a sale of a going concern it would be necessary to appoint a receiver, but it would be necessary for the court to lay down terms upon which the receiver would effect the sale. The court would have to state the upset price and it would authorize the receiver to pay the liabilities of the firm and so on, and release the outgoing partner. I should like you to state whether that could be authorized having regard to the terms of clause 15 which requires the realisation of the effects and the payment of the liabilities.

Mr. Alabaster:—Article 15 is the option clause and it is part of my learned friend's argument. The court has power to see that when an auction clause is carried out it shall be done in the best interests of both parties and we submit that it would be to the very best interests of both parties that a receiver should be appointed to realise things gradually, but he must have the goodwill with it. He must tell the business but he must also recognise the interests of both parties. Somebody has got to receive the bids but he need not carry out the auction in one day. Your Lordships will give such directions to ensure the proper carrying out of the sale to the best benefit of the parties.

The Chief Justice:—I wish to draw your attention to this—you were not in the court below. There was considerable argument and the other side took the point that the case which I was asked to adopt was in conflict with the ordinance and therefore the question whether there is anything in clause 15 which is against the ordinance—in other words whether the payment of the liabilities is not a preliminary step to the separation of the partners?

Mr. Alabaster:—You must do that anyhow. I don't want to encroach upon my friend's argument.

The President:—Mr. Jenkin is going to deal with the general powers of the court?

The Chief Justice:—I did not want you to sit down before I drew your attention to it.

Mr. Alabaster:—I cannot see how the appointment of a receiver would operate against the exercise of the auction clause.

I should have thought it was proper. He would be the auctioneer and he would receive the bids and, according to the directions of the court he would say whether he would realise quickly or slowly. The appointment of the receiver is a necessary incident of article 15. So far as it goes he must realise the whole of the assets whatever they are.

The President:—The machinery of realisation is left entirely open to the Court to be put in if thought necessary?

Mr. Alabaster:—Yes, that is right.

Mr. Jenkin's Address.

Mr. Jenkin:—On behalf of the appellant, I am going to address your Lordships on one or two points. Really I cannot address you on the large question, but my address will form one or two points. The first point is this—the defendant cannot here in this Court use the words "property and effects don't include goodwill."

The President:—Do they say so?

Mr. Jenkin:—As I understand, their contention is that these words do not include goodwill. If they don't contend that is so, my Lords, I may as well sit down—(laughter).

The President:—I think they do—(laughter).

Mr. Jenkin:—We are just coming to the case and we worked out the case on that basis. Now, my Lord, they cannot be here for this reason. My Lords, first of all, they have throughout their prolonged correspondence treated the subject matter of the sale as including goodwill. Now, my Lords, it is obvious from the course they have adopted that they are not proceeding under the earlier clauses of this agreement—there has been no notice given in pursuance of clause 13; therefore they are negotiating outside that clause, 13. And they have been trying to effect a sale by one to the other under clause 15, or outside the articles altogether.

The President:—Coming to an arrangement.

Mr. Jenkin:—Yes. Now, my Lords, in the first place may I refer your Lordships to two passages in two of the affidavits which my learned leader referred to this morning—page (of the file) 6; the first affidavit of Mr. Tomes (affidavit quoted) and the answer by Mr. Shewan, page 13 of the file. He answers paragraphs five and six (affidavit quoted). So far as I have read these letters of negotiation for a settlement, as the Paines Judge put it, a matter of eighty or ninety letters have proceeded on the basis that under whatever

(Continued on Page 10)

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Hongkong, 12th Feb., 1914. [1162]

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Hongkong, 12th Feb., 1914.

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RACE HOLIDAYS.

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& WEDNESDAY, the 16th, 17th
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11.45 a.m.

By Order,
A. R. LOWE,
Secretary.

Hongkong, 13th Feb., 1914.

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By Order,
A. R. LOWE,
Secretary.

Hongkong, 13th Feb., 1914.

HONGKONG JOCKEY CLUB.

THE following are the weights
for the Poochow Cup—
(Handicap) to be run on Monday,
15th February.

	st. lbs.
President,	11. 7
Fujian Chief,	11. 3
Conqueror Aster (late Tref),	11. 3
Royal Rose,	11. 1
Mahratta Chief,	11. 0
Capello,	10. 12
The Fickle Bird,	10. 12
Triumph Aster (late Flock),	10. 12
Vice-President (late Twenty),	10. 12
Sunlight,	10. 12
Snowdrop,	10. 10
Selangor Chief,	10. 10
Radium II,	10. 7
Violini,	10. 5
Sweet Rocket,	10. 5
Sweet William,	10. 2
Joy,	9. 0

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Hongkong, 13th Feb., 1914.

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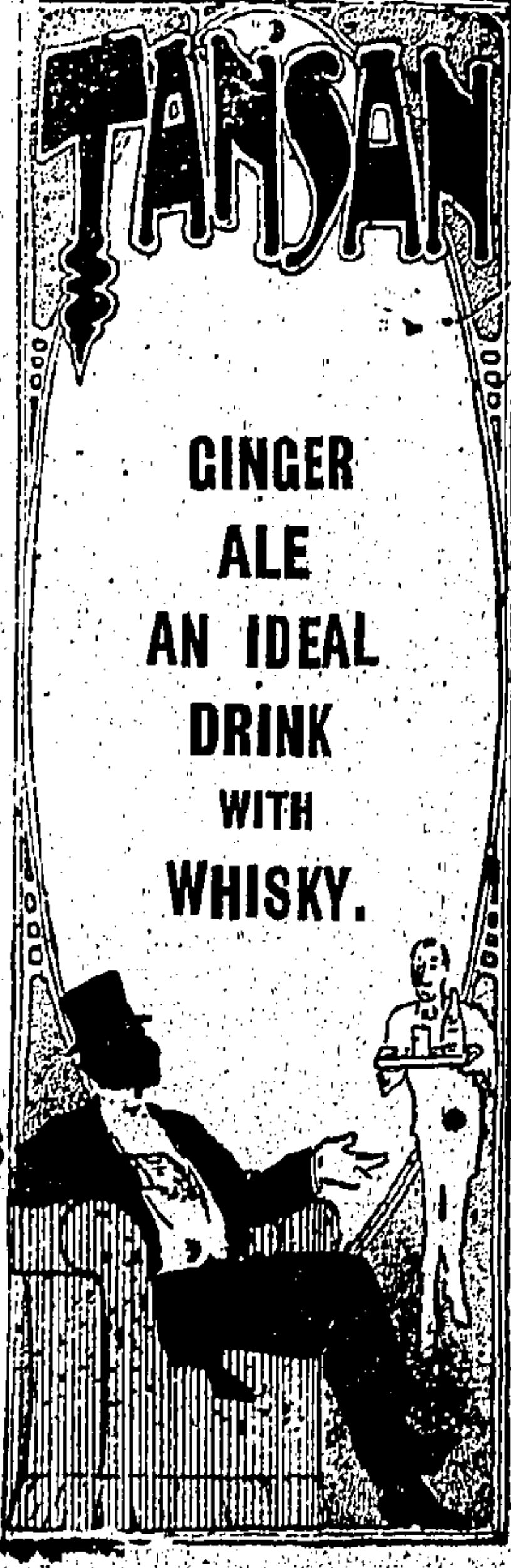
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THE HONGKONG TELEGRAPH. EXTRA

HONGKONG, FRIDAY, FEBRUARY 13, 1914.

SHEWAN TOMES & CO.

Partnership Dispute Appeal on Dissolution Action.

(Continued from yesterday).

Yesterday the Full Court of Appeal, consisting of Sir Haviland de Saumarez, president, the Chief Justice, Sir W. Rees Davies, and the Puisne Judge Mr. Justice Gompertz, heard the motion of appeal, in which Charles Alexander Tomes is the appellant and Robert Shewan the respondent, that the Court be moved by counsel on behalf of the appellant for an order that the judgment dated the 26th day of January, 1914, of His Honour the Chief Justice on the hearing of the summons dated 4th October 1913, and the order (if any) signed pursuant thereto, be reversed and that it may be adjudged that the appellant is entitled to have the business of the firm of Shewan Tomes and Company sold as a going concern; and for an order that the respondent pay to the appellant the costs occasioned by this appeal, and for such further or other order as the Court may think fit.

In the original action the plaintiff was Charles Alexander Tomes, merchant, and the defendant Robert Shewan, merchant. The claim was as follows:—

1. That the partnership between the plaintiff and the defendant under the style of Shewan Tomes and Company be wound up.

2. That an account be taken of the partnership dealings between the plaintiff and the defendant.

3. Payment to the plaintiff of the sum found to be due to him on the taking of such account.

4. The appointment of a Receiver.

5. Costs.

6. Further and other relief.

The action was dismissed by the Chief Justice in Chambers on January 28, but general liberty was given to apply on the summons.

Mr. C. G. Alabaster and Mr. F. O. Jenkin, instructed by Mr. Wilkinson of Messrs. Wilkinson and Grist, appeared for the appellant, and Mr. E. H. Sharp, K.C., and Mr. Eldon Potter, instructed by Mr. J. Scott Harston, of Messrs. Deacon, Looker, Deacon and Harston for the respondent.

Mr. Alabaster, continuing his address said:—

The parties entered on the business of stockbrokers under an agreement which contained no mention of goodwill until the time for which the partnership was constituted expired, and the business was carried on as partners at will upon the conditions of partnership as applicable. Hill died and Fearis conducted the business and obtained the permission of the Stock Exchange committee to use the name of the firm. He accounted for Hill's capital but declined to pay anything for goodwill. He had carried on business on his own account and argued that there was no such thing as goodwill in a Stock Exchange business, and if there was such a thing it was not purchasable. There was an offer to sell but this was refused. Mr. Justice Warrington said that according to Trigo and Hunt, 1896 Appeal Cases, page 7, goodwill meant the whole advantages whatever they might be which a person might be entitled to by continuing to carry on the business and being entitled to represent to outsiders that he was trying on the old business. It was said under the rules of the Stock Exchange it would not be a purchasable value because they would not be able to use the name except with the permission of the Stock Exchange committee, and they would generally authorise the surviving partner to hold the name. Another case was *Pawsey v. Armstrong*, 1877 D. page 698. In this case Mr. Justice Kay said

that seeing the partner was so restricted in all these respects, now the dissolution of the partnership had come, the Court was bound to hold he had no interest in the goodwill.

The President:—That is the plaintiff?

Mr. Alabaster:—That is the plaintiff. I am unable to follow the argument; the partner may be restricted in one hundred respects which may be stipulated between him and the other partner, but how can that follow he is restricted in one of his principal rights as to which there was no stipulation?

I confess I am unable to see it. It was not expressly stipulated that he would not have the goodwill, and therefore he, the judge, must hold that the ordinary rule of dissolution followed, which was that the partner is entitled to the business as a going concern. I have no other case which states the general principle more clearly than that, so I have mentioned that.

The Chief Justice:—Were there any articles?

Mr. Alabaster:—In that case it was stated exactly what happened. The President:—There were no articles?

Mr. Alabaster:—There may have been articles, but there was no article on that point. The man was restricted in tremendous ways and the point which I am making is that I am establishing the general law, and I say to defeat the general law there must be express provisions showing you what the arrangement is.

The Chief Justice:—The articles of the partnership do not include the goodwill in the sense that the property to be sold was a going concern. Reading the article as a whole, it requires the realisation of auctionable assets as the first step to selling the business as a going concern. That would be a violation of the articles.

Mr. Alabaster:—Your Lordship, in the judgment, if I may say so, decided to arrive at the true legal object of the parties. I should arrive at the same, but I shall show it by a different manner.

The Chief Justice:—Although I expressed the opinion that the words "property and effects" were not intended to mean goodwill, there would be nothing to prevent the goodwill being sold.

Mr. Alabaster:—I would rather, if I may, if I may adopt a simile, try to arrive at the mark which is indicated by the sailing instructions by a different channel than that by which your Lordship decided to reach the point. I can then deal with the judgment on the argument broaching this question. Now the word which I consider of most importance in these partnership articles is there in the first section of this judgment. I am reading from the judgment the words on which the greatest stress is laid by the learned judge. I consider one of the most important words in this judgment is the word goodwill. Now there was no argument as far as I can understand the Judge's notes as to what was the legal meaning of goodwill. First of all I might mention that the legal meaning differs from the popular meaning. Before I can proceed with my argument I must try to show that there is a distinction, and that the legal meaning is a true one, and what the legal meaning is one must give in this case. In fact in the Court below a popular meaning was the whole argument. The general impression of the principle dealt with by those arguing was that goodwill was a thing that could be scrambled for, as I will show your Lordships. That, I submit to begin with, is a wrong meaning. Therefore there is a distinction between the legal meaning and the popular meaning as is shown by the judgment of Lord Herschell in what is the leading case on the meaning of goodwill, the case of

Trigo and Hunt, which is reported in 1896 Appeal cases at page 7. In the January number of the Law Reports Lord Herschell there examined the whole of the authorities, some of which were discussed, and he says that Lord Eldon's was not wide enough—page 19, 1896 Appeal Cases. I am afraid I must refer to this case a little later on in the argument.

The Chief Justice:—Was this mentioned in Court?

Mr. Alabaster:—No, I do not think any of the cases I have cited so far were mentioned in the Court below. I will deal with several cases that there are, except what my learned friend Mr. Jenkin will deal with, but I will try to leave none undealt with. (Page 19 quoted.) I will take a paragraph in Justice Warrington's judgment. According to Trigo and Hunt goodwill meant the whole advantage whatever it may be which a person got by continuing the goodwill of a business if entitled to represent to the outside world he was carrying on the business.

The Puisne Judge:—What cases are you reading from now?

Mr. Alabaster:—Hill and Fieris. I shall go back to Trigo and Hunt. Legal goodwill means continuity of the business as the same business, not a scramble for as much as what was obtainable. First they had the popular meaning, and that I should think would be this:—A. B. and C. each carry on a separate business, C holds the agency for the Far East for two British Companies—that's C's goodwill. C dies and his goodwill is never sold. These two companies at home have to find new agents, one goes to A and the other to B. A and B then have between them the constituent portions of C's goodwill, but they have not his legal goodwill because neither can say, I am C's successor in business. That is the distinction between the popular conception something you can scramble for. The legal conception is the continuity of the business under another name, but the right to say it is the same business.

The Puisne Judge:—A. B. and C are a firm?

Mr. Alabaster:—No, different different firms, persons carrying on business. C dies and his goodwill is not sold—it is lost—he disappears—runs away perhaps, but the constituent portions of his goodwill are scrambled for by A and B. A gets half and B gets half, but neither can say, we have the man's goodwill, and even if A got both he could not say he had the goodwill though he had the whole. And as this case was argued in the court below, I think wrongly argued, as it seemed to me that everybody seemed to think that goodwill was something that could be scrambled for was the popular meaning and not the legal meaning that was taken and that is one of the reasons I think the judgment was so decided. Then the Judges in the Trigo and Hunt case deal with the meaning of goodwill. I refer to McNaughten's judgment page 23 and 24. He says "I agree in substance that what the goodwill means must depend on the character and nature of the business to which it is attached." Generally speaking, it means much more than Lord Eldon took it to mean in the particular case in which goodwill appeared actually before him. The goodwill was the sap of life of a business; that which the business would yield, or any fruit it has—the advantage whatever it might be to the reputation of the connection of the firm which might have been built up by years of honest work or lavish expenditure of money. Showing again the popular idea of goodwill as it was. The constituent portions of the legal meaning is the right to represent it as the same business, and Lord Herschell says practically the same thing in page 17. "The connection of the firm together with the circumstances whether by habit

or otherwise which tend to make it permanent, constitutes the goodwill of the business."

The legal meaning of goodwill is continuity of being as the same business and shall show your Lordship what it consists of in this case, and that in this case, to use the words of Lord MacNaughten it was the very sap and life of Shewan Tomes and Co.

I would refer your Lordships page 109 of the file, Mr. Tomes affidavit of November 11. Mr. Tomes in the affidavit says:—

"The said firm of Shewan Tomes and Co. and their successors." Those are the words which I would ask your Lordships to underline—contractual relationships with this Company, are the general manager of several companies, and the firm have valuable assets. Then he goes on to say what has passed in connection with other people and says that these other people do not agree to a piecemeal realisation of the assets of the firm, whereby great loss would be ensured and the general managements and agencies be lost. There would be a scramble for it in the popular sense of the word by contractual relationships which would entitle them and their successors. This they would lose.

The Chief Justice:—What do successors mean to goodwill?

Mr. Alabaster:—These are the articles of the Rope Manufacturing Company; the firm of Shewan Tomes and Company and their successors in business shall hold in their own right a certain number of shares which property shall entitle them to be general managers of the Company and they shall take entire charge of and supervision of the business for which they are to receive a handsome remuneration. If the goodwill were lost this would have to be deleted.

The President:—The successors are the people who continue to the business?

Mr. Alabaster:—Yes. That is the one thing which would entitle the purchaser to these. That is what it means and the fact that these things are the sap and life of the business is shown; when the business started in 1896 we have a valuation stated in the judgment. Then at page 71 of the file, the second valuation, in the supplementary agreement of 1898, there are only three agreements—that is two years later; and you will see the agreement between these two partners. It was here agreed that the price should be \$50,000 instead of \$25,000, so that in two years it had doubled.

It was further raised eight years later again by the next, 1906 agreement, page 73 on the file. "The agreed value of the goodwill shall be \$300,000 Hongkong currency" and that in the event of the death of either partner the business shall be carried on by the succeeding partner until the next succeeding annual balance sheet and the interest of such dead partner shall be decided on that date, the value of the goodwill being as stated. On this point, I must read Mr. Tomes' affidavit and Mr. Shewan's in reply. It is on page seven and is dated October 4. Mr. Tomes affidavit paragraph 5—paragraph 6 says that it is to be sold as a going concern. Paragraph 5:—I have a sum standing in my credit with the said firm of Shewan Tomes and Co. which I and the defendant carried on in copartnership in equal shares, of \$140,000 or thereabouts in excess of the sum standing to the credit of the defendant and I verily believe if the business ceased on October 31, 1913 and the same is not sold as a going concern but liquidated and wound up piecemeal it would not realise sufficient for me to receive the sum of \$140,000. Mr. Shewan's reply to that affidavit on page 10 and 11 of the file says:—With regard to paragraph six of the affidavit of the above named

plaintiff, I say that according to the last balance sheet of the said firm made up to December 31, 1912, there was then standing to the credit of the above named plaintiff with the said firm the sum of \$155,227 and some odd cents and to the credit of myself with the same firm the sum of \$23,113.15, which respective credits were arrived at in the said balance sheet by taking the agreed value of the goodwill in the said business at \$300,000. The copy of the said balance sheet has been shown to me. If you take the goodwill at \$300,000 you find that Mr. Tomes is worth \$155,000 and Mr. Shewan is worth \$23,000, but if you take the goodwill away, or take it as nothing, then Mr. Tomes is worth \$5,000 and Mr. Shewan is heavily and hopelessly insolvent, so your Lordship must lean against that construction which would have that horrible result.

Mr. Sharp:—Then there is depreciation.

Mr. Alabaster:—If you take my point, it deals with a year ago. I don't know what the depreciation of the shares is, but there might be a depreciation this month.

Mr. Alabaster continued:—If they got the goodwill of this business, the right the purchaser would get is the one thing worth having; he would have a very valuable firm if he could pay for the goodwill, and it was not an insolvent firm with stocks and furniture and shares that were not worth anything, owing to liabilities having to be paid for. So that in fact applies exactly to this business—as Lord MacNaughten says "The sap of life in the continuance of the business is the goodwill." That is the true word in this document which calls for construction. There are other words that call for construction; there are certain questions dealt with in the judgment and those are property and effects. Now the learned Judge on page 5 of his judgment deals with the general law, I shall cite some cases of goodwill, property and effects; we need not consider the stock or assets because they are not mentioned. Property and effects mean goodwill, *prima facie*, and effects mean goodwill, *a fortiori*, both together.

The President:—When you say means, you mean includes.

Mr. Alabaster:—It is a sufficient word to convey it in ordinary cases. The case which decides that effects include goodwill is referred to in the judgment. It is a case re David and Matthews, 1899, Chancery, page 378. I am going to cite three cases of property and effects, and that is one of them. There was also a provision by an appraiser. The word there, was effects, no mention of goodwill. The whole judgment is so important that as I am not going to read many cases, I will read that. (Quoted Lord Justice Romer's judgment.) It is dissolution between living partners.

The Chief Justice:—If the business is sold and is bought by one partner, the other partner certainly could not set up a rival business.

Mr. Alabaster:—He could use his own business knowledge and trade in his own name, but he could not say "I am the successor of Shewan Tomes and Co."

The Chief Justice:—He could not use the name of Shewan Tomes and Co.

Mr. Alabaster:—As regards the English part of it he might not, but as far as the Chinese name is concerned it continues with the business and has no relation either with Shewan or Tomes.

Mr. Sharp:—Obviously they would not be entitled to use it.

Mr. Alabaster:—They would not be entitled to scramble for the name of Keo Cheung, but they could scramble for Shewan or they could for Tomes.

The Chief Justice:—There is some distinction between the name of either partner and the

present case in which it is admitted that either partner is free to continue the business.

Mr. Alabaster:—The whole question is whether the goodwill shall be sold. Of course either partner would be able to bid for it and possibly be able to assess the value better than an outsider, and be more likely to secure it at the auction. That is also decided clearly what the law is and also gives us authority to say that assets alone is sufficient to convey goodwill. That property and effects taken together are sufficient to convey goodwill, is cited in the case of *Salter v. The Lease Hotel 1902*, Chancery, page 332. It was held that property was sufficient to include goodwill of a business. I think I have made my point here, but I will refer to one other case, because it does not follow all the cases which were cited against us and that is the case which I shall explain afterwards. It is *Hall v. Hall*. It was not followed in *Reynolds v. Bullock* and *Stewart v. Gladstone* but I can show that you can distinguish it and if it can be relied upon at all it is in my favour.

The President:—In what point are you dealing with *Hall v. Hall*?

Mr. Alabaster:—I am dealing with the case because *Hall v. Hall* was quoted against us and I am quoting 47 Law Journal Equity, page 173. I don't think *Hall* and *Hall* was understood and I shall venture to quote it as an existing authority and shall explain it in a different part of my argument.

I submit, is a strong authority on our whole case and on the meaning of property and effects. The point that I have made so far is on what the general law is and also that if you wish to confer special rights on partners you have to specially provide for them. Also as to what was the meaning of the four words that came up for discussion. The meaning of goodwill, property and effects I have dealt with, and now I come to the statement.

The President:—In which case comes the word effects?

Mr. Alabaster:—The first one. I have now reached the stage of my argument at which we can probably inquire why these words were inserted.

The President:—Are you entitled to do that?

Mr. Alabaster:—I don't mean—I mean on the construction of the document. On the other hand, I understood you can't go outside it. Why were they inserted by the skilled draughtsman and examined? The point I want first to make is the draughtsman in clause 15 states the general principle for the information of his whole clients, the partners, and in the other clauses 11, 12, 13 and 14 states the exceptions; that general principle which conferred the rights in certain events on the continuing partner, the other being removed either by death, bankruptcy or retirement from the Colony. Fifteen taken alone was inserted for two reasons—(A) because the draughtsman intending to deal with the matter would state the general principle; and also the particular agreement between them. He would have to tell them what was to happen if the thing goes over and if the thing comes to an end; he tells the law. Fifteen taken alone establishes the general principle of the law that on a dissolution without an agreement it is not necessary to state goodwill expressly, but the goodwill if saleable must be sold. Clauses 11 to 14 provide for the exceptional cases. There are only five altogether and the other four deal with the special cases and must be dealt with because otherwise their objects would be defeated. Eleven is death or bankruptcy and twelve is how to arrive at it in eleven; thirteen is voluntary retirement, going right law he had no right to

it is to be ascertained and is exactly the same.

The President:—Fourteen is absent?

Mr. Alabaster:—Yes, continuing absence; absence by default; refusing to go on, absence from the Colony is different. These are exceptions which the general principle provides for, and it is necessary therefore if they intend these provisions to apply they should be expressly inserted because they are exceptions from the general law. In considering why they were inserted I think the Chief Justice was misled unconsciously into adopting the argument of Mr. Potter in the court below which was not specifically dealt with by Mr. Slade. Did the words property and effects convey goodwill? No, the object was to ensure the continuing partner should take over the property at the price fixed in the preceding clause of the agreement. The Chief Justice, I think, was unconsciously led to regard that as a common ground of argument. It was not. He adopted it at page 4 of the judgment at the paragraph beginning on the proper construction of the deed, last paragraph on page 4 of the notes. I submit what the judge had in mind in adopting Mr. Potter's argument was, in this case, the death, voluntary retirement, continual absence, or bankruptcy the continuing partner must buy the business including the goodwill at a valuation. That however was not the intention in this case, because if it had been the clause would not have been drafted in the way it had been.

After the fifth adjournment, Mr. Alabaster continuing said:—The point which I had reached was that the learned Chief Justice at page 4 of his judgment, last paragraph, had apparently adopted the construction put upon the article 15 and bearing upon other articles put upon it by Mr. Potter at page 5 of the judge's notes, and that was that the previous articles dealt expressly with the case of death, bankruptcy, voluntary retirement, and absence from the Colony. I submit if the earlier articles be taken in the light of the language of—

The President:—It comes to this, that the Chief Justice has held on the point that you have got to read the agreement as a whole and the result would be that the goodwill cannot be taken as being included in the terms of the agreement.

Mr. Alabaster:—The object of all those articles is that in the events which are provided for in the earlier clauses, the continuing partner must abide by the valuation. He has fixed the price at which he has to take it and if you look at the articles if it had been intended that that should be the object the draughtsman would have added in this case as has been frequently done "shall take it over at a valuation." The word "shall" should have been used.

The President:—In article 15?

Mr. Alabaster:—The other articles, which read, it should be taken at a valuation. A draftsman would deal with it like that. He would not deal with it in a round about way. What he has done is to say that he shall be at liberty to do so; in other words what they provide for in the article is to give the continuing partner what he does not have under the general law, an option, a right to purchase, if he likes. He has no right to purchase under the general law, but by use of the words "shall be at liberty" he has the right which he may exercise if he likes—i.e. the fixed price suits him. He has got the right to purchase conferred by the article and the correlative right to refuse to purchase conferred by the article, if the price does not suit him. In the event of death, bankruptcy or voluntary retirement under the general law he had no right to

purchase, and therefore the clause in this case, and therefore is now

Continued on page 4.

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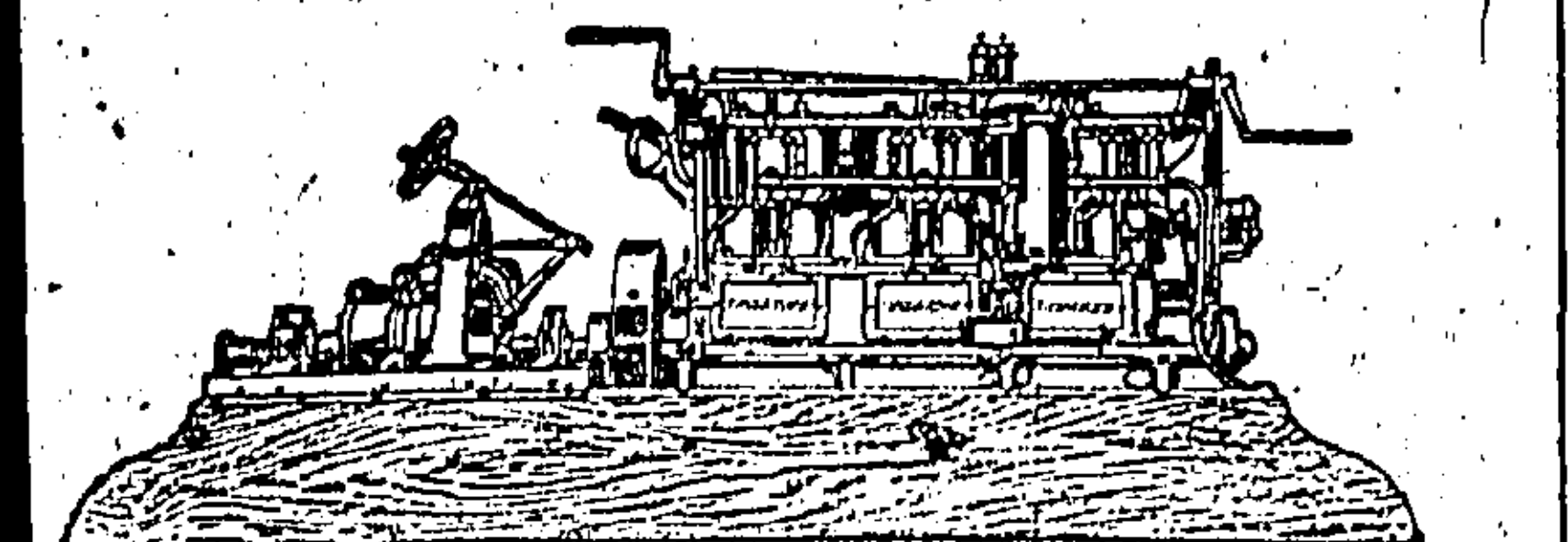
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	Eastern	G. L. Co.	9, Apr.

SINGAPORE, COAST PORTS AND JAPAN.

Bombay via Singapore & Colombo	Tottori M.	N. Y. K.	7, Feb.
Shanghai and Tsingtau	Chenau	B. & S.	14, Feb.
Manila	Loongsang	J. M. Co.	14, Feb.
Tientsin	Kueichow	B. & S.	14, Feb.
Tamsui via Swatow & Amoy	Daiichi Maru	O. S. K.	15, Feb.
Swatow and Shanghai	Wuhu	B. & S.	15, Feb.
Shanghai, Kobe & Moji	G. Apar	D. S. & Co.	16, Feb.
Swatow, Amoy & Foochow	Haiyang	D. L. Co.	7, Feb.
Manila, Cebu & Iloilo	Taming	B. & S.	17, Feb.
Singapore	Lovat	J. M. Co.	17, Feb.
Shanghai, Moji and Kobe	Rangom M.	N. Y. K.	17, Feb.
Shanghai	Wingsang	J. M. Co.	17, Feb.
Shanghai	Shanghai	B. & S.	17, Feb.
Anping, Takao via S'hai & Amoy	Soshu M.	O. S. K.	18, Feb.
Shanghai, Kobe and Yokohama	Ambriz	H. A. L.	19, Feb.
Shanghai	Anhui	B. & S.	19, Feb.
S'hai, Nagasaki, Kobe & Y'hama	Klei-t	M. & Co.	19, Feb.
Rombay via S'pore & Colombo	Jimson M.	N. Y. K.	19, Feb.
Shanghai	Choyang	J. M. Co.	19, Feb.
Swatow, Amoy and Foochow	Haiching	D. L. Co.	20, Feb.
Philippines	Rubi	S. T. & Co.	21, Feb.
Singapore, Penang and Calcutta	Toriji	D. S. Co.	21, Feb.
Cebu via S'pore Panz & R'oon	Saraki M.	N. Y. K.	21, Feb.
Yokohama, and Kobe	Fulata	J. M. Co.	21, Feb.
Shanghai, Kobe & Yokohama	Malta	M. M.	23, Feb.
Shanghai, Y'hama, Kobe & Moji	Yeddo	P. & O.	24, Feb.
Y'hama and Kobe via Shanghai	Austria	S. W. Co.	3, Mar.
Kobe	Coblentz	M. & Co.	3, Mar.
Shanghai	Borneg	S. W. Co.	4, Mar.
Jesselton, Kudat and Sandakan	Chili	M. M.	8, Mar.
Shanghai, Kobe & Y'hama	Altantique	M. M.	10, Mar.
Shanghai, Kobe & Yokohama	Peking	A. N. Co.	21, Mar.
Shanghai, Y'hama, Kobe & Moji	Titaroom	J. C. J. L.	Q. desp.
Japan	Tikini	J. C. J. L.	Q. desp.
Stranghai	Tikinas	J. C. J. L.	Q. desp.
Batavia, Cheribon, Samarang, &c.	Tikini	J. C. J. L.	Q. desp.
Batavia, Cheribon, Samarang, &c.	Tikini	J. C. J. L.	Q. desp.
Shanghai	Tikini	J. C. J. L.	Q. desp.
Batavia, Cheribon, Samarang, &c.	Tikini	J. C. J. L.	Q. desp.

MOVEMENTS OF STEAMERS.

VESSELS ADVERTISED TO DEPART TO-MORROW.

For	Vessels.
Ningpo	Szechuen
Tientsin	Kueichow
Europe	China
Shanghai	G. Apar
Philippines	Loongsang
Shanghai	Chenau

VESSELS ADVERTISED TO ARRIVE TO-MORROW.

From	Vessels.
Europe	Atholl

CANADIAN MAIL.

The C. P. R. s.s. MONTEAGLE arrived Vancouver on the 8th inst. between 8 & 10 p.m.

The C. P. R. s.s. EMPRESS OF INDIA arrived Kobe on the 11th February, at 5 p.m. left Kobe on the 12th February, at 2 p.m. and is due to arrive at Yokohama on the 13th February, at 4 p.m.

The C. P. R. s.s. EMPRESS OF RUSSIA arrived Kobe on the 11th February, at 3:30 p.m. and is due to arrive at Shanghai on the 15th February, at 2 p.m.

AUSTRALIAN MAIL.

The E. and A. s.s. ST. ALBANS left Sydney for this Port on 28th ult. via Queensland Ports, Port Darwin, Timor and Manila and may be expected to arrive here on or about 21st February.

The E. and A. s.s. ST. ALBANS from Sydney etc., left Port Darwin for this Port (via Timor and Manila) on the 9th inst. and may be expected to arrive here on the 21st inst.

The I. G. M. s.s. COLENTZ left Sydney on the 7th inst. at 11 a.m. and may be expected here on or about the 2nd of March.

GERMAN MAIL.

The I. G. M. s.s. KLEIST carrying the German Mails with dates from Berlin of 21st of January has left Colombo on the 7th inst. p.m. and may be expected here on or about the 18th inst.

The I. G. M. s.s. PRINZ LUDWIG which left here on the 3rd inst. arrived at Singapore on the 9th inst. at 11 p.m.

AMERICAN MAIL.

The P. M. s.s. MANCHURIA arrived at San Francisco on the 2nd February.

The P. M. s.s. NILE voyage 10, home, arrived at San Francisco on the 7th Feb.

The P. M. s.s. KOREA is due to arrive at this Port from Manila at 8 a.m. on the 16th inst.

The P. M. s.s. SIBERIA will sail from Yokohama for Hongkong on the 11th inst. via Manila. The United States Mail has been transferred to the E. O. RUSSIA, due to arrive in Hongkong on the 17th inst.

MERCHANT STEAMERS.

The N. Y. K. s.s. KAMO MARU (European Line) left London for this Port via the 17th ult. and is expected here on the 23rd February.

The N. Y. K. s.s. AKI MARU (American Line) left Kobe for this Port via Moji and Shanghai on the 6th inst. and is expected here on the 15th February.

The N. Y. K. s.s. RAYGOO MARU (Bombay Line) left Bombay for this Port on the 30th January, and is expected here on the 16th inst.

The N. Y. K. s.s. KASHIMA MARU (European Line) left London for this Port via the 31st January, and is expected here on the 11th March.

The N. Y. K. s.s. SADO MARU (American Line) left Seattle for this Port on the 27th January.

The N. Y. K. s.s. HAKATA MARU (Calcutta Line) left Singapore for this Port on the 9th inst. and is expected here on the 15th inst.

The N. Y. K. s.s. SANUKI MARU (Calcutta Line) left Yokohama for this Port via Kobe and Shanghai on the 7th inst. and is expected here on the 20th inst.

The N. Y. K. s.s. TOSA MARU (Calcutta Line) left Calcutta for this Port via Rangoon and Singapore on the 7th inst. and is expected here on the 20th inst.

The N. Y. K. s.s. YOKOHAMA MARU (American Line) left Seattle for this Port via the 10th inst. and is expected here on the 14th inst.

The N. Y. K. s.s. CHOLL (of the Mogul Line) sailed from U.K. on 31st December, and is due to arrive here on or about 14th February.

The I. O. S. N. s.s. CHOYANG from Shanghai is due at Hongkong on the 14th February.

The I. O. S. N. s.s. KUMSANG from Moji is due at Hongkong on the 15th Feb.

The S. L. s.s. RADNORSHIRE from London passed the Canal on the 3rd Feb. is due at Hongkong on the 6th March.

The S. L. s.s. DEN OF AIRLIE from Pacific is due at Hongkong on the 5th March.

The B. I. S. N. s.s. FULTALA from Rangoon is due at Hongkong on the 22nd February.

The German s.s. RAJAH has left Sandakan and may be expected here on or about the 12th inst.

The Mogul Line s.s. ATHOLL sailed from Singapore on the 10th inst. and is due to arrive on the 16th inst.

The s.s. GLENLOGAN passed the Suez Canal on the 27th ult. for Hongkong via Straits.

The s.s. SATSUMA (of the Barber Line) sailed from New York on 14th Jan. and is due to arrive here on or about 14th March.

The s.s. PATHAN (of the Mogul Line) sailed from U.K. on 25th January, and is due to arrive here on or about 5th March.

The Barber Line s.s. CHALISTER sailed from New York on the 4th inst. for Hongkong.

The H. A. L. s.s. AMERICA left Sabang on the 8th inst. a.m. and may be expected here on or about the 16th inst. a.m.

The Ben Line s.s. BENLOMOND from Antwerp, Leith, Middleburg, and London left Singapore for this Port on 6th inst. and may be expected to arrive here on or about 13th idem.

The s.s. JELUNGA from Calcutta left Singapore on the 11th inst. and may be expected here on or about the 16th inst. a.m.

Chiyun, Chit. s.s. 1,453, J. Ross, 11th inst. Shanghai, 7th inst. Gen.—C. M. S. N. Co.

G. Apar, Br. s.s. 2,360, J. E. Drake, 11th inst.—Singapore, 5th inst. Gen.—D. S. & Co.

Johanna, Ger. s.s. 857, T. Toland, 11th inst.—Hollow, 5th inst. Gen.—J. & Co.

Haitan, P. s.s. 1,183, Ronoh, 11th inst.—Rantow, 10th inst. Gen.—D. L. & Co.

Katori Maru, Jap. s.s. 8,517, T. Mural, 10th inst.—Singapore, 5th inst. Gen.—N. Y. K.

Lovat, Br. s.s. 2,001, R. Glover, 10th inst.—Y. M. & Co.

Pongtong, Ger. s.s. 908, W. Rotafuhr, 10th inst.—Rantow, 10th inst. Gen.—D. L. & Co.

Preussan, Ger. s.s. 7,998, H. Luercke, 11th inst.—Shanghai, 8th inst. Gen.—H. A. L.

Telemschwa, Br. s.s. 1,340, Fraser, 11th inst.—Rantow, 5th inst. Gen.—Chiyun.

Walsby, Br. s.s. 1,170, G. R. Holmwood, 10th inst.—Hollow, 5th inst. Gen.—J. M. & Co.

Ajax, Br. s.s. 4,477, G. S. Thomson, 12th inst.—Shanghai, 8th inst. Gen.—B. & S.

Chenau, Br. s.s. 1,350, Lord Jones, 11th inst.—Shanghai, 8th inst. Gen.—B. & S.

Foosbing, Br. s.s. 1,423, J. M. Hav. 18th inst.—Rantow, 5th inst. Gen.—J. M. & Co.

Protestant, Br. s.s. 6,118, J. Milhanch, 12th inst.—Rantow, 5th inst. Gen.—B. & S.

Tacoma Maru, Jap. s.s. 3,850, J. Hamada, 12th inst.—Shanghai, 8th inst. Gen.—O. S. K.

Tamon Maru, No. 1, Jap. s.s. 1,142, J. Kashi, 12th inst.—Saigon, 6th inst.—Rice—Chinese.

TIDE TABLE.

9th Feb. to 15th Feb. 1914.

Time	High Water		Low Water	
	Hongkong	Mean Time	Hongkong	Mean Time
9 a.m.	9.10	9.10	3.10	3.10
10 a.m.	9.20	9.20	3.00	3.00
11 a.m.	9.30	9.30	2.50	2.50
12 m.	9.40	9.40	2.40	2.40
1 p.m.	9.50	9.50	2.30	2.30
2 p.m.	10.00	10.00	2.20	2.20
3 p.m.	10.10	10.10	2.10	2.10
4 p.m.	10.20	10.20	2.00	2.00
5 p.m.	10.30	10.30	1.50	1.50
6 p.m.	10.40	10.40	1.40	1.40
7 p.m.	10.50	10.50	1.30	1.30
8 p.m.	11.00	11.00	1.20	1.20
9 p.m.	11.10	11.10	1.10	1.10
10 p.m.	11.20	11.20	1.00	1.00
11 p.m.	11.30	11.30	0.50	0.50
12 m.	11.40	11.40	0.40	0.40

m morning, a afternoon.

To Sail

HONGKONG—BOSTON & NEW YORK.



AMERICAN ASIATIC S.S. Co.

For Boston & New York via Ports & Suez Canal.

(with liberty to call at the Malabar Coast.)

s.s. "KASAMA"

on or about 25th Feb., 1914.

For freight and further information, apply to

SHEWAN TOMES & Co. General Agents.

DOLLAR STEAMSHIP LINE.

Proposed sailings for SAN FRANCISCO & SAN PEDRO.

s.s. "ROBERT" 31st Mar., 1914.

s.s. "DOLLAR" 28th April 1914.

Connection made with Salt Lake Railway at San Pedro for OVERLAND points. For rates, space and further particulars apply to

THE ROBERT DOLLAR CO. V. M. SMITH, Manager.

Tel. 792. 3, Queen's Building

WING KEE & CO.

47-49, Connaught Rd.

SHIP-CHANDLERS

PROVISION & COAL

MERCHANTS

Hongkong, 3rd October, 1913.

S.O.A.E.O.

FAR EAST OXYGEN & ACETYLENE CO., LTD.

AUTOGENOUS WELDING.

Repair of boilers and hulls, welding of cracks. Renewing of corroded plates by addition of metal. Welding of broken pieces of any kind of metal.

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MARINE MOTORS, DIRECT REVERSIBLE.

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HONGKONG.

REPRESENTATIVES FOR J. & C. C. BOLINDERS, A.

STOCKHOLM.

FOR CHINA, FORMOSA, AND PHILIPPINE ISLANDS

Public Auction.

GEO. P. LAMMERT.
AUCTIONEER SHARE & GENERAL BROKER.

PUBLIC AUCTION

A VALUABLE COLLECTION OF ANTIQUE CHINA & CURIOS

(Just arrived from the North)
THE Undersigned has received instructions to sell by Public Auction on

TO-MORROW, the 14th. February, 1914

commencing each day at 2.30 p.m.

A Valuable Collection of Antique China and Curios from the

Sung to Kienlung Dynasties
Comprising—5 COLOURED, 3-COLOURED and BLUE and

WHITE VASES, PLATES, BOWLS, & FIGURES, etc.
KANG-DE-BEUX VASES, WHITE "GODDESS OF MER-

OR" (Ming),
FINE CRYSTAL VASES and SNUFF BOTTLES.

PORCELAIN and AGATE SNUFF BOTTLES.
OLD LACQUERED SCREENS with 5-COLOUR

DECORATION.
GREEN and RED JADE ORNAMENTS.

OLD LACQUERED SCREEN with 5-COLOURED DECO-
RATION and BLACKWOOD SCREENS with BLUE

and WHITE and 5-COLOUR KANGHI and
KIENLUNG PORCELAIN PLAQUES, etc., etc.

N.B.—The Undersigned will give a 2-weeks' guarantee as to the
genuineness of the articles offered.

Catalogue will be issued
On view from TUESDAY, the 10th February.

Terms:—Cash on delivery.
GEO. P. LAMMERT, Auctioneer.

Consigners

FROM EUROPE.

THE H.A.L. Steamship
"SPEZIA."

Capt. Hennecke, having arrived,
Consignees of Cargo are hereby
informed that their goods are be-
ing landed and placed at their
risk in the hazardous and/or
extra-hazardous Godowns of the
Hongkong & Kowloon Wharf &
Godown Company, Limited,
whence delivery may be obtained
against Bills-of-Lading counter-
signed by the Undersigned.

Optional Cargo will be carried
on, unless notice to the contrary
be given to-day.

All claims must be presented
within ten days of the steamer's
arrival here, after which date they
cannot be recognized.

No claims will be admitted
after the Goods have left the Go-
downs, and all Goods remaining
undelivered after the 13th inst.,
will be subject to rent.

All broken, chafed, and damaged
goods must be left in the Go-
downs, where they will be ex-
amined on the 13th inst. at 9.30
a.m.

No Fire Insurance will be
effected by us in any case what-
ever.

This steamer brings on cargo:
ex s.s. "Margaux" from Bordeaux.

HAMBURG-AMERIKA LINE.
Hongkong Office.

Hongkong, 7th February, 1914.

NIPPON YUSEN KAISHA.
NOTICE TO CONSIGNEES.

From EUROPE, COLOMBO
and STRAITS.

THE Company's Steamship
"KATORI MARU."

having arrived from the above
ports, Consignees of Cargo are
hereby informed that their Goods
are being landed and placed at
their risk in the Hongkong and
Kowloon Wharf & Godown Com-
pany's Godowns at Kowloon,
where each consignment will be
sorted out mark by mark and deli-
very can be obtained as soon as
the Goods are landed.

Optional goods will be carried
on unless instructions are given
to the contrary before NOON,
TO-DAY.

Goods not cleared by the 17th
February, will be subject to rent.
Damaged packages must be left
in the Godowns for examination
by the Consignee's and the Co.'s
representatives at an appointed
hour. All claims must be pre-
sented within ten days of the
steamer's arrival here, after
which date they cannot be re-
cognized. No claims will be
admitted after the goods have left
the Godowns.

NIPPON YUSEN KAISHA,
Agents.

Hongkong, 10th Feb., 1914. [161]

Don't forget after the Show
Supper, and Light Refreshments
ALEXANDRA CAFE.
Open Till Midnight.

Consignees

COMPAGNIE DES MAS-
SAGERIES MARITIMES.

NOTICE TO CONSIGNEES

s.s. "NERA"
Consignees of Cargo from Lon-
don ex s.s. "Cachar."

Consignees of Cargo from
Bordeaux ex s.s. "V. d'Aners."

In connection with above
Steamer are hereby informed that
their goods with the exception of
Opium Treasure and valuables
are being landed and stored at
their risk into the hazardous and
or extra hazardous Godowns of
the Hongkong Kowloon Wharf &
Godown Co., Ltd. at Kowloon
whence delivery may be obtained
immediately after landing.

Optional Cargo will be forward-
ed on unless intimation is received
from the Consignee before
NOON TO-DAY requesting it to
be landed here.

Bills of Lading will be count-
ersigned by the Undersigned.
Goods remained unclaimed after
16th inst. at Noon will be subject
to rent and landing charges.

All claims must be sent in to
me on or before the 20th inst., or
they will not be recognized.

All damaged packages will be
examined on 16th inst. at 10 a.m.

No Fire Insurance has been
effected

S. C. DE BUSSIERRE,
Acting Agent.

Hongkong, 9th Feb., 1914. [160]

FROM EUROPE.
THE H.A.L. Steamship

"SAXONIA."
Captain A. Both, having arrived,
Consignees of Cargo are hereby
informed that their goods are be-
ing landed and placed at their
risk in the hazardous and/or ex-
tra-hazardous Godowns of the
Hongkong & Kowloon Wharf &
Godown Company, Limited,
whence delivery may be obtained
against Bills-of-Lading counter-
signed by the Undersigned.

Optional Cargo will be carried
on unless notice to the contrary
be given to-day.

All claims must be presented
within ten days of the steamer's
arrival here, after which date they
cannot be recognized.

No claims will be admitted
after the Goods have left the Godowns,
and all Goods remaining unde-
livered after the 12th inst., will be
subject to rent.

All broken, chafed, and dam-
aged goods must be left in the
Godowns, where they will be ex-
amined on the 12th inst. at 9.30
a.m.

No Fire Insurance will be
effected by us in any case what-
ever.

HAMBURG-AMERIKA LINE,
Hongkong Office.

Hongkong, 8th Feb., 1914. [1153]

To Sail

Regular Steamship Service

Proposed Sailing from Hongkong
For NEW YORK.

s.s. "Errol" on or about
Feb. 14.

For Freight and further in-
formation apply to

DODWELL & CO., LTD.

Hongkong, 12th Jan., 1914. [97]

Entertainments

CITY HALL

TO-NIGHT, AT 9.15

- THE -

IDOL'S EYE

AND ON
FRIDAY AND SATURDAY.

Extracts from—
S. C. M. Post: "Brilliant of tuneful numbers"
Daily Press: "An ideal after dinner entertainment."

SEATS \$3 (PLAN AT MOUTRIE'S) \$2 & \$1

SOLDIERS AND SAILORS IN UNIFORM HALF PRICE TO ONE DOLLAR SEATS.

Under the Distinguished Patronage and in the presence of

Their Excellencies Sir Henry
and Lady May.

THEATRE ROYAL

THE MAUD ALLAN

AND
CHERNIAVSKY COMPANY,

Under the direction of

W. ANGUS McLEOD.

Far Eastern tour booked and

directed by

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Circle and Stalls \$6.00.

Pit \$4.00, Gallery \$2.00.

ENTIRE CHANCE OF PROGRAMME EACH NIGHT.

Manager, HOWARD EDE.

For THREE NIGHTS Only

Mon., 16th, Tues., 17th & Wed.,

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MAUD ALLAN

and Leo, Jan and Misobel

CHERNIAVSKY.

The most powerful ATTRACTION

in the history of the Far East.

100th Production CITY HALL.

ON SATURDAY, FEBRUARY 21ST. } AT 9.15 P.M.

ON THURSDAY, " 28TH. }

Under the Patronage of H. E. the Governor and Lady May,
and H. R. Major General and Mrs. Kelly.

THE AMATEUR DRAMATIC CLUB

WILL PRESENT

3 EPISODES 3

A PRIVY COUNCIL.
A Costume Play
in
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by
Major Drury
and
Richard Price.

BETWEEN THE SOUP
AND THE SAVOURY
in
one Act
by
Gertrude Jennings.

THE OPEN
DOOR
in
one Act
by
Alfred Atter.

BOOKING AT MOUTRIE'S FROM FEBRUARY 9TH.
at 9 a.m.

PRICES \$3, \$2, \$1. Soldiers & Sailors in uniform half
price to stalls.

Hongkong, 2nd February, 1914.

VICTORIA THEATRE.

To-Night 9.15 To-Night

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"QUO VADIS"

(WHITHER GOEST THOU?)

STORY OF THE DIVINE TRAGEDY OF THE

CHRISTIAN MARTYRS.

IN SIX PARTS, (8,000 feet)

LATE CAR TO PEAK.

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LENGTH 3,000 FEET

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OUGHT TO PAY

ENGLISH MANUFACTURE

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\$400.

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THE BROKEN HALD, by Florence L. Barclay 2.75	SHARK WINTER ANNUAL 80 cents.
HOW TO BE BEAUTIFUL, by Marie Montaigne 2.75	

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SAINT-RAPHAEL

TONIC, RESTORATIVE, DIGESTIVE WINE
Very palatable.

Known throughout the world and prescribed in all cases of
Anemia, Debility and Convalescence, to young women, children
and the aged, invaluable in hot climates.

DOSE: One wine-glass after the two principal meals.
Each bottle of genuine VIN SAINT-RAPHAEL bears, in addition
to the registered trade-mark:

(1) THE WARRANTY STAMP OF THE UNION DES FABRICANTS.
(2) A METAL SEAL advertising CLETEAS.

CLETEAS is a MELISSA and MINT cordial
which surpasses all others by its
purity and faultless preparation. To be taken on a lump of sugar.
COMPAGNIE du VIN SAINT-RAPHAEL, Valence (Drôme-France).
SALBRECK HADREGOR & Co., Hongkong.

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Dock Owners, Ship Builders, Marine and Land Engineers, Boiler Makers,

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ACETYLENE CUTTING AND WELDING FOR SHIP AND BOILER REPAIR.

Modern up-to-date plant operated by our own specially trained

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All classes of light steel work manufactured by the above process.

Tanks, Drums, Ventilators, Pipes, &c., &c.

THE DIMENSIONS OF DOCKS AND SLIPS ARE AS FOLLOWS—

NAME OF DOCK OR SLIP	LENGTH ON KEEL BLOCKS	ENTRANCE BREADTH	DEPTH OVER SILL AT ORDINARY TIDE	WIDE OF TIDE SPRINGS	WIDE OF TIDE NEAPS
KOWLOON					
No. 1 Dock, Kowloon	700'	16' top bottom	30'	7' 6"	7' 6"
No. 2 Dock, Kowloon	371'	74'	18' 6"	7' 6"	7' 6"
No. 3 Dock, Kowloon	200'	60'	14'	7' 6"	7' 6"
Patent Slip, No. 1 Kowloon	210'	60'	14'	7' 6"	7' 6"
TAI-KOK-TSUI					
Cosmopolitan Dock	450'	85'	20'	7' 6"	7' 6"
ABERDEEN					
Here Dock	410'	74'	18'	7' 6"	7' 6"
Lanau Dock	225'	74'	18'	7' 6"	7' 6"

Please Address Enquiries to the Chief Manager,

R. M. DYER, B.Sc., M.A., Kowloon Dock, Hongkong.

QUEEN'S BUILDINGS
Telephone No. 20, Hongkong.

Consignee

NOTICE TO CONSIGNEES.
FROM CALCUTTA, PENANG
AND SINGAPORE.

THE Steamship

"GREGORY APCAR,"
having arrived from the above
ports, consignees of cargo are
hereby informed that their goods
will be delivered from alongside.

Cargo impeding the discharge
will be landed at consignee's
risk and expense.

Cargo remain on board after
1 p.m. of the 13th inst., will be
landed at consignee's risk and
expense.

No Fire Insurance has been
effected.

Bills of Lading will be count-
ersigned by the undersigned.

DAVID SASSOON & CO., LTD.
Agents.

Hongkong, 11th Feb., 1914.

To Sail

'GLEN LINE'

McGREGOR, GOW & Co., Ltd.

s.s. "GLENFARGO"

(Capt. H. J. Henderson)

for Hamburg, London, Rotter-

dam & Antwerp.

The above steamer will be de-

spatched for the ports named,
on or about 3rd March, 1914.

s.s. "GLENLOGAN"

(Capt. Jas. McGregor)

for London via Plymouth.

This steamer will be despatched
for the above port on or about
31st March, 1914.

Saloon passage Hongkong, Lon-

don (including first class rail fare
Plymouth to London) £40.

For Freight or passage, apply
to

SHEWAN TOMES & Co.,

Agents.

Hongkong, 21st January, 1913.

FOR SHANGHAI, KOBE

AND MOJI.

THE Steamship

"GREGORY APCAR,"

Capt. J. E. Drake, will be

despatched for the above ports, on

Saturday, the 14th inst., at 1 p.m.

The Steamer has superior ac-

commodation for passengers, is

installed throughout with Electric

Light and carries a duly certified

doctor.

Return Tours to Japan (occur-
ring 20 days).

Return tickets are available by
the Indo-China Steam Naviga-

tion Co.'s Steamers. Fare for
round trip \$120.

For Further Particulars, apply
to

DAVID SASSOON & CO.,

Commercial.

Oats Market.
Reporting on the Oats market for the week ended February 2. Messrs. Feilcke and Co. state:—Prices declined somewhat during the preceding week, but recovered again towards the end owing to a further reduction of the Bank rates in England, Germany, and France. The effect of these reductions did not yet make itself felt on the Exchange to the extent it should owing to the naval scandal, but more favourable influence and an improvement all round are soon expected. The market for changed and business is limited. There are scarcely any sellers of Japanese shares (spot) at present prices.

Bullion.
Messrs. Mocatta & Goldsmid's weekly circular dated London, January 23, states that "the quotations for silver remain remarkably steady, the price from the 8th instant till the 21st instant, only fluctuating between 25½d. and 26½d., although yesterday, on a little China selling and an absence of buyers, the price dropped to 26 7/16d. To-day however, on some further Bear covering there has been a recovery to 26½d. and the market seems steady. The premium on spot over forward has remained most days at 3-10d. and in view of the short supplies this premium seems likely to continue though the demand for shipment this week was less than was expected, the premium only taking about £150,000. The Chinese New Year holidays, which commenced on the 26th instant, seem likely to restrict business during the next few days and the market may be expected to move within narrow limits."

Rubber.
Messrs. Anderson, Meyer & Co., secretaries and managers of the Kota Bahru Rubber Estate Ltd., report that the approximate output of dry para rubber for the month of January was 18,000 lb. During the same month, the company's shipments to London were sold as follows:—15,200 lb. first class sheet, at an average of 2/3 1/2 per lb.; and 4,000 lb. other grades, at from 2/2 to 1/10 1/2 per lb.

Messrs. Anderson Meyer & Co., secretaries and managers of the Dominion Rubber Co., Ltd., report that the output of rubber for the month of January, was 2,150 lb. The tone at Mincing Line auction on January 27 was brisk and there was a gratifying advance in prices. Nine hundred and seventy-one tons of plantation were offered for sale, of which 737 tons were Malayan. At the auction on January 13, the offerings were 1,200 tons plantation, of which 930 tons were Malayan.

The prices obtained were as follows, comparison with previous auction being given:—

Jan. 27 Jan. 13

Fine Sheet 2 1/2 to 2 3/4 2 1/2 to 2 3/4

Cream 2 1/2 to 2 3/4 2 1/2 to 2 3/4

Fine Para 2 1/2 to 3 1/4 2 1/2 to 3 1/4

At the corresponding auction in 1913, the prices were as follows:—

Fine Sheet 4 1/4 to 4 1/2

Cream 4 1/2 to 4 1/2

Fine Para 4 1/2 to 4 1/2

The quantity of plantation offered on that occasion was 965 tons, of which 742 tons were Malayan.

Public Companies

NOTICE.

THE KOWLOON LAND AND BUILDING CO. LTD.

NOTICE IS HEREBY GIVEN

that the TWENTY FIFTH

ORDINARY MEETING

of SHAREHOLDERS in this

Company will be held at the

COMPANY'S OFFICES, VICTORIA

BUILDINGS, on THURSDAY,

26th FEBRUARY, 1914 at NOON

for the purpose of receiving the

Public Companies

HUMPHREYS ESTATE AND FINANCE CO. LTD.

NOTICE IS HEREBY GIVEN

that the ORDINARY ANNUAL

MEETING OF SHAREHOLDERS

will be held at the HONGKONG

HOTEL, Hongkong, on Saturday, the 14th

February, 1914 at 11.30 a.m. for

the purpose of receiving the Report

of the Directors together with a

Statement of Accounts for the

year ending 31st December 1913

The TRANSFER BOOKS of the

Company will be CLOSED from the

9th to the 23rd February (both

days inclusive) during which

period no transfer of shares can

be effected.

JOHN D. HUMPHREYS & SON,

General Managers.

NOTICE.

THE Partnership between the

undersigned carrying on

business under the style or firm

name of Arthur Nilsson and

Company has been dissolved as

on the 31st day of December, 1913.

Dated the 6th day of February, 1914.

ARTHUR NILSSON by his

attorney, H. J. GEDGE,

WEI A YUK.

NOTICE.

THE business of Arthur Nilsson

and Company will be continued by

me the undersigned in the name

of Arthur Nilsson and Company.

Dated the 6th day of February, 1914.

WEI A YUK.

Notice

HONGKONG JOCKEY CLUB.

RACE MEETING, 1914.

MONDAY, TUESDAY, WEDNESDAY

AND SATURDAY (OFF-DAY), 16th, 17th, 18th and 21st

February.

TICKETS OF ADMISSION to the

GRAND STAND and ENCLOSURE

may be obtained from Messrs. Kelly &

Walsh, Ltd., or at the Gate. Price 7/ for

the Meeting (excluding the Off-Day),

or 3/ per day. Tickets for the

Off-Day, 2/.

No one admitted without a

Ticket, to be shown to the Ticket

Inspector at the Gate.

T. F. HOUGH,

Clerk of the Course.

Hongkong 11th Feb., 1914.

HONGKONG JOCKEY CLUB.

THE STEWARDS request the

presence of the LADIES at the

GRAND STAND and the ENCLOSURE

during the Races.

A Stand and Enclosure will be

reserved for Members and

Members' Wives and Families. Tickets

for which are being sent out with

the Members' Tickets.

All Tickets must be produced to

gain admission.

Special accommodation will be

reserved as in recent years for

Notices

HONGKONG & SHANGHAI BANKING CORPORATION.

NOTICE IS HEREBY GIVEN

that the ORDINARY

HALF-YEARLY MEETING of the

SHAREHOLDERS in this

Corporation will be held at the

City Hall, Hongkong, on Saturday,

the 14th day of February, 1914,

at Noon, for the purpose of

receiving the Report of the Court

of Directors together with a

Statement of Accounts to 31st

December 1913.

The REGISTER of SHARES of the

Corporation will be closed from

MONDAY, the 2nd February,

to SATURDAY, the 14th

February, 1914 (both days inclusive),

during which period no

transfer of Shares can be registered.

By Order of the Court of Directors.

N. J. STABB,

Chief Manager.

Hongkong, 28th Jan., 1914. [1150]

DIOCESAN SCHOOL AND ORPHANAGE.

School duties will be resumed

on Thursday, 12th instant.

For Terms for Boarders or

Dayscholars apply to The Head-

master.

Hongkong, 7th Feb., 1914.

THE

LONDON DIRECTORY

(Published Annually)

Enables traders throughout the World to

communicate direct with English

Manufacturers & Dealers

in each class of goods. Besides being a

complete commercial guide to London &

its suburbs, the directory contains lists of

EXPORT MERCHANTS

with the Goods they ship, and the Colonial

and Foreign Market they supply.

STEAMSHIP LINES

arranged under the ports to which they

sail, and indicating the approximate

Sailings.

PROVINCIAL TRADE NOTICES

of leading Manufacturers, Merchants,

etc., in the principal provincial towns &

industrial centres of the United Kingdom.

A copy of the current edition will be

forwarded, freight paid, on receipt of

Postal Orders for 20s.

Dealers seeking Agencies can advertise

their trade cards for £1, or larger

advertisements from £3.

THE LONDON DIRECTORY CO. LTD.

25, Abchurch Lane, London, E.C.

LESSONS IN CHINESE.

MR. LI HON FAN, a Chinese

graduate versed in literature,

has been a teacher to European

officials and merchants in this

Colony for over ten years.

He has a good method of training

Europeans to pass in the Chinese

examination, and is possessed of a

first rate certificate as a Chinese

teacher. He has also a good knowledge of

Banks

INTERNATIONAL BANKING CORPORATION.

Head Office: 60, Wall Street, New York.

London Office: 25, Abchurch Lane, E.C.

BRANCHES:—

Bombay, Calcutta, Canton, Hankow, Hongkong, Kobe, London, Lyons, Manila, Peking, San Francisco, Shanghai, Yokohama.

Capital and Surplus: Gold \$100,000,000.

RESERVE FUNDS:—

Current Accounts opened on the usual terms.

DEPOSITS RECEIVED, and for one year at 4 per cent, or for shorter periods, as may be agreed on application.

LETTERS OF CREDIT and DRAFTS payable on all the principal cities in the World.

COMMERCIAL LETTERS OF CREDIT payable on all the principal cities in the World.

PURCHASE and SALE of Stocks and Shares.

TRAVELLERS' CHECKS sold and cashed.

Manager, Queen's Road, Hongkong.

Hongkong, 1st Nov., 1913.

THE YOKOHAMA SPECIE BANK LIMITED.

Established 1880.

Authorized Capital Yen 48,000,000.

Paid-up Capital " 30,000,000.

Reserve Fund " 18,550,000.

Head Office:—YOKOHAMA.

Branches:—

Amoy, Canton, Hankow, Hongkong, Kobe, London, Lyons, Manila, Peking, San Francisco, Shanghai, Yokohama.

Interest allowed on Current Accounts.

Deposits received for fixed periods at rates to be obtained on application.

EISHI ONO, Manager.

Hongkong, 30th Sept., 1913. [18]

THE CHARTERED BANK OF INDIA, AUSTRALIA AND CHINA.

Incorporated by Royal Charter 1853.

HEAD OFFICE:—LONDON.

Paid-up Capital £1,200,000.

Reserve Fund £1,700,000.

Proprietors Liability £1,200,000.

FOREIGN EXCHANGE and General Banking business transacted.

CURRENT ACCOUNTS opened and FIXED DEPOSITS received for 1 year or shorter periods at rates which will be quoted on application.

A. S. HEWETT, Acting Manager.

Hongkong, 11th April, 1912. [22]

THE CHINA PROVIDENT LOAN AND MORTGAGE CO., LTD.

(Capital Paid up £1,250,000.)

Loans on Mortgage of House Property, &c.

Goods received on Storage.

Advances made on Merchandise.

Loans made on the Provident System.

(Rates and Particulars on application.)

The Office of TRUSTEE, EXECUTOR OR WILL, ATTORNEY, &c., Undertaken and Executed.

SHEWAN, TOMES & Co. General Managers.

Hongkong, 19th March, 1908. [3]

WE have much pleasure in announcing to our numerous patrons and customers that we have opened

A New SILK STORE

in the most up-to-date style and fashion at the 1075

Commodious Premises No. 38 & 40

Queen's Road Central.

lately occupied by Messrs. H. Ratcliffe & Son where we are displaying an entirely new, handsome and gorgeous stock of

Silk Goods & Jewellery Ware

of all descriptions in a variety of new, elegant and attractive designs and patterns.

This stock includes a choice selection of

Turkish, Persian & India Silk,

Carpets & Woollen Rugs

in a choice and elegant pattern.

Prices specially reduced for summer.

Cheapest store in the Colony.

All early visit earnestly solicited.

D. CHELLARAM,

Hongkong, July, 28th 1913.

MOTOR CAR TRIPS IN KOWLOON AND NEW TERRITORY.

THE Hongkong & Kowloon & Wharf & Godown Co., Ltd., undertake the conveyance of

Motor Cars between Hongkong & Kowloon in their special crane

lighter. Oracles for Motor Cars provided.

Fares each trip \$5.00 per car.

Tel. K7 (Shipping Dept. attn.)

Banks

HONGKONG & SHANGHAI BANKING CORPORATION.

Paid-up Capital \$15,000,000.

RESERVE FUNDS:—

Sterling £1,500,000 at 2/—

\$15,000,000

Silver 17,450,000

\$32,450,000

Repeal Liability of Proprietors \$15,000,000.

COURT OF DIRECTORS.

S. H. DODD, Esq.,—Chairman.

Mr. D. Landale,—Deputy Chairman.

G. Friesland, Esq.

E. Goetz, Esq.

C. S. Gubbay, Esq.

P

SHEWAN TOMES & CO.

Partnership Dispute Appeal as Dissolution Action.

(Continued from Page 4)

clause they are proceeding, or no clause at all in the articles, they are dealing on the basis that the goodwill is to pass. I merely make that statement—I do not refer to the letters because they seem to constantly refer to the time that it was going on in Chambers.

The Chief Justice:—Do you put that as a legal bar to them being heard here?

Mr. Jenkin:—Yes I do. If they were acting under an earlier clause—13, they were speaking of partnership business property, and if dealing under the last clause—16, they were negotiating as regards the property and effects, and under whichever clause they were purporting to act they cannot appear in this Court and say whatever they were dealing with does not include goodwill.

The President:—I cannot for the life of me see why they cannot negotiate to come to an arrangement without anything preventing them in this Court from relying on the partnership deed when it comes to the question of stating the exact rights of the partners.

Mr. Jenkin:—I was going to twist it into this form of submission (loud laughter); my Lords know there are negotiations they entered, and I suppose they have purporting to negotiate under the articles.

The President:—I don't know.

Mr. Jenkin:—Well I take it that they have.

The President:—Perhaps the articles have nothing to do with it.

Mr. Jenkin:—Then perhaps your Lordships will hold that the articles have nothing to do with it and therefore it will not hold (laughter). They were negotiating under the shade of the articles.

The President:—The question is not what they mean by goodwill but how are they bound by the words of the agreement.

Mr. Jenkin:—Their contention now is that in any event the words "property and effects" do not include goodwill and that that was the intention when they entered into the agreement.

The President:—Your contention must be gathered from the documents and nothing else.

Mr. Jenkin:—I am going to address you as to what the intention must have been from the matters which they dealt with in the deed. That is my submission on the point, but your Lordships don't seem disposed to entertain it.

The President:—Not at all.

Mr. Jenkin:—Not at all. I shall then approach what will be my main point. I was taking it, not because there was nothing in it, but because I thought I would fill up time before four o'clock. Your Lordships will lean against a construction which will work hardship upon either of the partners, both of them, or even upon any third party such as mortgagees or creditors. The first case upon the point is Taylor and Neale, 39 O.D. 538. This is one of the cases dealt with by the learned Chief Justice and the case includes the judicial expression that where it deals with cases of this kind it prevents a hardship upon the

parties. The only question in the case is what form the sale should take.

The Chief Justice:—There is no mention of goodwill further than in the auction clause upon which Mr. Alabaster relies.

Mr. Jenkin:—There is no specific mention.

The Chief Justice:—It rather supports Mr. Alabaster's contention.

Mr. Alabaster:—All these cases do.

The Chief Justice:—I understood that to be an auction clause.

Mr. Jenkin:—That is a general submission on all the cases. My argument is that the deed being what it is, being ambiguous, it makes it necessary for your Lordship to decide the question in the way which I ask your Lordship to decide, and that is the way which I say is materially beneficial to the partners in the firm.

Mr. Alabaster:—Your Lordships handed me a book. Davidson refers to article 21 on page 611 which is an auction clause and I have been looking to see if he makes any reference to provisions for any other event. On page 613 they give alternatives in other events. Clause 8, page 614, is a retirement of senior partner. Goodwill is not mentioned. It states that he will get his share which is to be ascertained in such and such a way. Clause 9 is where a partner continues with no mention of goodwill. The clause 10 is an alternative clause in which they want to provide that the senior partner who is retiring gets his share in the goodwill. They don't mention goodwill but that is the goodwill clause.

The Chief Justice:—Although it is not specifically mentioned it is there?

Mr. Alabaster:—If you want it specifically mentioned it must be referred to.

The Court then rose.

There was no sitting of the Court to-day, owing to the death of a brother of the Chief Justice.

INTERIM INJUNCTION.

Alexandra Cafe Partnership.

Mr. H. E. Sharp, K.C., in the Supreme Court yesterday, made an application to the Chief Justice, Sir William Rees Davies, on behalf of Choi Sui-woon, of 83 Wyndham Street, for an interim injunction restraining Cheung Heung Obit, a partner in the Alexandra Cafe, Hongkong, from disposing of his partnership share in that business, or in the alternative calling upon him to furnish security in respect of an action pending in the Supreme Court.

Counsel said he had received information that at 12.30 the defendant was selling his share in the cafe business for \$4,000. Defendant was a person who was at present not within the jurisdiction of the courts of the colony, and he was indebted to the plaintiff to the amount of \$3,250, the debt being for money lent.

His Lordship made an order against defendant to furnish security for the amount of the claim, or failing that for an interim attachment of the share.

SILIMPON COAL BUNKERS.

can be supplied cheap rates.

SANDAKAN & SEBATTIK (British North Borneo). At these ports steamers calling for bunker coal exclusively are exempt from all shipping dues and charges.

A. BUNE

9853

With reference to our guessing competition we beg to announce to the coupon holders in connection therewith, that the actual number of Sweets found in the jar is 9853, and those who hold the coupons with guessed figures 9850, 9875, and 9880 are requested to call at our store with their coupons and claim the prizes.

H. RUTTONJEE & SON,
WINE AND PROVISION MERCHANTS,
14, Queen's Road, Central.

POST OFFICE.

The Empress of Russia with the Canadian and American Mails for Siberia is scheduled to arrive here on Tuesday the 17th inst.

MAILS DUP.

Canadian and American, E. of Russia, 17th inst.

MAILS VIA SIBERIA.

Left London Jan. 24. Due Shanghai Feb. 9.

MAILS CLOSE TO-DAY.

Shanghai, and North China (Europe via Siberia) — Per ASHLEY, 15th inst., 5 p.m.
(To make connection with the Dalrymple leaving Shanghai on Wednesday the 18th Feb., at 8.50 a.m.)
Ningpo, Shanghai and North China — Per SZECHUEN, 15th inst., 5 p.m.
Tientsin — Per KUEICHOW, 15th inst., 5 p.m.

TO-MORROW.

Swatow — Per JOHANNES, 14th inst., 8 a.m.
Hohow, Tientsin and Quinon — Per RELIANCE, 14th inst., 8 a.m.
Shanghai, North China, Japan via Kobe — Per G. APCAR, 14th inst., 10 a.m.
Straits — Per EBBOLL, 14th inst., 10 a.m.
Straits, Burma, Ceylon, Adelaide, Western Australia, India, Aden, Egypt, and Europe via Brindisi. (Late Letters 11 a.m. to noon, Extra Postage 10 cents.) (Supplementary mail on board up to the time fixed for departure of the mail (Extra Postage 10 cents.) (Letters posted in all the Pillar Boxes in time for the first clearance will be included in this contract mail.) The parcel mail will be closed on Friday the 13th inst., 5 p.m. — Per CHINA, 14th inst., 11 a.m.
Philippine Islands — Per LOONGSANG, 14th inst., 1 p.m.

Shanghai and North China (Europe via Siberia) — Per CHENAN, 14th inst., 5 p.m.
Swatow, Shanghai and North China — Per WUHU, 14th inst., 5 p.m.
Ningpo, Shanghai and North China — Per CHIHILL, 14th inst., 5 p.m.
Tientsin — Per HUICHOW, 14th inst., 5 p.m.

SUNDAY, 15th Feb.

Swatow — Per HAIMUN, 15th Feb. 8 a.m.
Swatow, Amoy and Formosa — Per TAMU, 15th Feb. 8 a.m.
Straits and Ceylon — Per BOHEMIA, 15th inst., 8 a.m.

MONDAY, 16th Feb.

Shanghai and North China — Per SHUNTEN, 16th Feb., 3 p.m.
Swatow, Shanghai and North China — Per WINGONG, 16th Feb. 5 p.m.
Amoy — LINA, 16th inst., 5 p.m.

TUESDAY, 17th Feb.

Shanghai and North China — Per SHAOHSING, 17th Feb. 11 a.m.
Straits and India via Calcutta — Per LOVAT, 17th Feb. 1 p.m.
Philippine Islands — Per TAIKING, 17th Feb. 1 p.m.
Swatow, Amoy and Formosa — Per HAIKANG, 17th Feb. 5 p.m.
Shanghai and North China — Per TAKSANG, 17th Feb. 5 p.m.
Swatow, Amoy and Formosa via Amoy and Takao — Per SOSEU MARU, 17th Feb. 5 p.m.

WEDNESDAY, 18th Jan.

Haliphong, Pakhoi, and Saigon — Per KAIPOING, 18th inst., 9 a.m.
Swatow — Per HAIMUN, 18th Feb. 10 a.m.
Shanghai, Amoy, and Formosa, Aden, India, Egypt, and Europe via Naples — Per P. GOEBEN, 18th Feb. 9 a.m.
Shanghai North & China — Per CHOY-SANG, 18th Feb. 5 p.m.

THURSDAY, 19th Feb.

Shanghai, North China, Japan, via Nagasaki, United States, via South America and Canada via Vancouver (Europe via San Francisco) — Per EMERALD OF ASIA, 19th Feb. 10 a.m.
Shanghai and North China — Per ANHUI, 19th inst., 3 p.m.

FRIDAY, 20th Feb.

Swatow, Amoy and Formosa — Per HAI-CHING, 20th Feb. 10 a.m.

SATURDAY, 21st Feb.

Philippine Islands, Amoy, Yaw, and Wilhelmshafen, Batavia, Rotterdam, Hamburg, Australia, Tasmania, New Zealand, via Brisbane — Per P. WALDEMAR, 21st Feb. 9 a.m.

Japan via Moll Victoria and Tacoma — Per TAOOMA MARY, 21st inst., noon.

Straits and India via Calcutta — Per KUMSANG, 21st Feb. 1 p.m.
Philippine Islands — Per YUENSANG, 21st inst., 1 p.m.

Philippine Islands — Per RUBI, 21st Feb. 3 p.m.

Shanghai, North and China (Europe via Siberia) — Per FOODHOW, 21st inst., 5 p.m.

FRIDAY 27th Feb.

Philippine Islands, Australia, Tasmania & New Zealand via Port Darwin — Per EMPIRE, 27th Feb. 9 a.m.

THURSDAY, 3rd Mar.

Philippine Islands — Per ZAFIRO, 3rd Mar. 9 p.m.

SATURDAY, 7th Mar.

Japan, Korea, and Sandakan — Per BORNZO, 7th Feb. 5 p.m.

SHIPPING NEWS.

ARRIVED.

Albiana, Br. s.s. 4468, Wm Dumber, 12th inst. — Ching-wan-lao, 6th inst. — Coal — D. & Co.

Assaye, Br. s.s. 4359, P. J. Coldwell, 13th inst. — Bombay, 28th inst. — General R. & O. S. N. Co.

Benlomond, Br. s.s. 4123, A. Webster, 11th inst. — Singapore, 6th inst. — Gen. — G. L. & Co.

China, Br. s.s. 4160, O. H. S. Toque, 13th inst. — Shanghai, 10th inst. — Gen. — P. & O. S. N. Co.

Erroll, Br. s.s. L. F. James, 14th inst. — Shanghai 9th inst. — Gen. — D. & Co.

Heilo Maru, Jap. s.s. 1352, O. Kutani, 14th inst. — Penang, Gen. — A. Bune.

Sochu Maru, Jap. s.s. 1119, K. Tashiro, 14th inst. — Swatow, 15th inst. — Gen. — O. S. K.

Seang Choon, Br. s.s. 3722, W. T. Larkins, 15th inst. — Straits, 7th inst. — Gen. — Chinese.

Taming, Br. s.s. 1358, Pennefather, 15th inst. — Manila 10th inst. — Gen. — B. & S.

DEPARTED.

February 12.

Zafro for Holo
Hue for Halphong
Kield for Saigon
Tjilwong for Kobe
Haiton for San Francisco
Kwangshai for Shanghai
Chonan for Canton
Daihou Maru for Daihou
Kutsang for Calcutta
Matsura Maru for Yokohama
Chongchong for Tientsin
Indo Maru for Bombay

CLEARANCES AT THE HARBOUR OFFICE.

February 12.

Chongva for K. C. Wan
Tengtion for Shanghai
Kaiton Maru No. 5 for Chingwan
Nina Maru for Saigon
Shinyo Maru for San Francisco

February 13.

Taiwan Maru for Shanghai
Bochu Maru for Canton
Haiton for San Francisco
Helena for Tientsin
Childar for Swatow
Minnesota for Seattle
China for Bombay
Si Kiang for Shanghai
Erroll for New York
Assaye for Shanghai
Kueichow for Tientsin
Benlomond for Yokohama
Johanne for Doli
Seechuen for Ningpo
Kalgan for Hongay

PASSENGERS ARRIVED.

Per s.s. Seang Choon from Straits on the 12th inst. — W. A. Twemlow.
Per s.s. China from Shanghai etc. on the 13th inst. — Mrs. R. Johns, J. B. Irving, E. Yehara, A. H. Garwood, Mr. and Mrs. R. M. Macleod, Mr. and Mrs. R. O. Shaw, P. W. W. Me, and Mrs. Liang, J. A. Bai, Miss N. Marshall.
Per s.s. Assaye from Bombay etc. on the 13th inst. — Mr. and Mrs. Gussman, Mr. and Mrs. Ayres de Sa, La Jontanorah, Miss O. Bryant, J. O. Thoburn, Miss M. Brooker, M. O. Bradford, Lee Poh, Miss Miles, H. Chai, Miss M. Allan, A. McLeod, Miss London, L. Chermakovsky, J. Chermakovsky, M. Chermakovsky, P. St. Leger, Mrs. J. Wood, D. Kinloch, Mrs. Wale, Jensen, L. Hiral, Manasseh, Miss M. E. Gardner, Rev. Bro. James.

SHIPS PASSED THE CANAL.

London, 3rd Jan.
Arrivals from China — Brailia, Denbighshire, Glenloch, City of Baroda. The following vessels have passed the Canal — Bayern, Idomenus, Lycan, Moynse, Peiho, Simla, Ixion, Radnorshire.

London, 6th Feb.
Arrivals from China — Atsuta Maru, Furt Bulow, Altmarr, Latria. The following vessels have passed the Canal — Helent, Paul Leont.

London, 10th Feb.
Arrivals from China — Ixion, Nippon, Paul Leont.

The following vessels have passed the Canal — Senary, Candia, Koorber, Prinz Eitel Friedrich, Yeddo, Baron Priesen, Baron Jedburgh.

Oysters, Fresh, Fried or Stewed
Findon Haddock, Klippers & Co.
ALEXANDRA CAFFE.

WEATHER REPORT.

On the 13th at 10.35.—The anticyclone is now central over the Eastern Sea.

Pressure has increased slightly over Japan, Formosa and Luzon, and decreased slightly along the coast of China to Tientsin.

Light or Variable winds are indicated along the east coast of China, and moderate over the N. China Sea.

Hongkong Rainfall for the 24 hours ending at 10 a.m. to-day, 0.00 inches.

FORECAST FOR THE 24 HOURS ENDING AT NOON TO-MORROW.

District.	Forecast.
1 Hongkong and Neighbourhood	E. winds, moderate; fair.
2 Formosa Channel	N.E. winds, fresh.
3 South coast of China between H.K. and Lamook	The same as No. 1.
4 South coast of China between H.K. and Hainan	The same as No. 1.

China Coast Meteorological Register.

13th February, a.m.

Station.	Hour.	Barometer.	Temperature.	Humidity.	Wind.	Force.	Weather.
Wootock	7a	30.19	2	0	0	0	0
Nemuro	6a	30.04					
Hakodate		30.09					
Tokio		30.18					
Koshi		30.25					
Nagasaki		30.29					
Yokohama		30.29					
Oshima		30.28					
Naha		30.28					
Ishijima		30.31					
Bonin Is.							
Chefoo		30.26	32	97	w	4	b
Waiwai							
Hankow							
Ichang							
Kiukiang							
Changsha							
Shanghai		30.33	36	ssw	1	bm	
Chungking		30.27	45	ssw	3	cm	
Shanghai		30.32	42	w	1	b	
Amoy	6a	30.39	50	ssw	2	b	
Swatow		30.30	49	78	nno	1	b
Taihou	5a	30.31					
Taihu		30.27					
Taiwan		30.27					
Kobun		30.25					
P'oo		30.26					
Canton	9a	30.27	51	100		0	o
H.Kong	6a	30.27	57	68	ene	3	o
Gap Rock		30.23					
Macao		30.24	55	nne	1	o	
Wuchow	9a	30.30	58	61	s	o	
Pakhoi							
Haiton	6a	30.20	61	ene	2	o	
Tourane		30.15	66				
O. St. J.		30.04	75	ene	5	c	
Amoy		30.16	67	ene	3	d	
Manila		30.07	67				
Legaspi	9a	30.08	74	ene	1	o	
Bacolod							
Cebu							
Laban		30.02	82				

T. F. Claxton, Director.

Hongkong Observatory, Feb. 13th.

1 Barometer, reduced to 32 degrees Fahrenheit on the level of the sea in inches, tenths and hundredths.

2 Temperature, in the shade, in degrees Fahrenheit.

3 Humidity, in percentage of saturation, the humidity of air saturated with moisture being 100.

4 Direction of Wind, to two points.

5 Force of Wind, according to Beaufort Scale.

State of Weather, b blue sky, o detached cloud, d drizzling rain, f fog, g gloomy, h hail, lightning, o overcast, p passing showers, q squally, r rain, s snow, t thunder, v visibility, w dew wet.

0 Rain in inches, tenths and hundredths.

METEOROLOGICAL.

Previous	Day	On date	On date
	at 9 a.m.	at 4 p.m.	at 9 p.m.
Barometer	30.29	30.27	30.23
Temperature	60	67	61
Humidity	57	68	54
Wind Direction	E	ENE	E
Force	3	3	3
Weather	b	ssw	b
Rain			
Highest open air temperature on the 13th		60	
Lowest		51	

H.K. Observatory, 13th Feb.

T. F. CLAXTON, Director.

Mail Steamers

THE PENINSULAR AND ORIENTAL S. N. CO. ENGLISH MAIL.

Will despatch VESSELS to the Undermentioned PORTS on or about the DATES named—

For	Steamers	To Sail On	Remarks
LONDON, via Ue-ual Ports of Call	China Capt. C. H. S. Toque R.N.R.	14th Feb.	Freight & Passage
LONDON & ANTWERP via Singapore, Penang, Cebu, Port Said, & Marseilles	Nyanza Capt. E. Jenkins R.N.R.	about 18th Feb.	Freight & Passage
SHANGHAI	Assaye Capt. G. J. Coldwell R.N.R.	10 a.m. 14th Feb.	Freight & Passage
SHANGHAI, KOBE AND YOKO	Malta Capt. G. W. Cockman R.N.R.	about 24th Feb.	Freight & Passage